

Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

March 3, 2021

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

#### REQUESTED ACTION

1. Authorize the Department of Education to amend an existing contract between the NH Department of Education (NH DOE) and America's Youth Teenage Unemployment Reduction Network, Inc. (MyTurn) by reassigning the State Agency from the NH DOE to the NH Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO), with no change to the price limitation, effective upon Governor and Council approval through June 30, 2021. Item originally approved by the Governor and Council on June 21, 2017 (Item #137A), with the DOE Commissioner amending on May 9, 2019. 100% Federal Funds.

Funds to support this request are available in the account titled Office of Workforce Opportunity, as follows:

	<u>FY21</u>
03-22-22-220510-14530000-102-500731 Contracts for Program Services	\$1,216,254.49

2. Authorize the Department of Business and Economic Affairs to make advanced monthly payments for services provided under the terms of the contract.

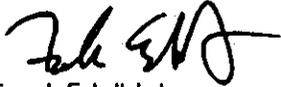
#### EXPLANATION

The Memorandum of Understanding (MOU) between the Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) and the NH Department of Education (DOE) has been amended to end on June 30, 2021, from an original end date of June 30, 2023. The DOE was designated by the State Workforce Innovation Board (SWIB) to serve as the primary sub-recipient for WIOA Youth funds, which are received by BEA/OWO through a grant from the United States Department of Labor (USDOL), for the provision of workforce services. In order to streamline

His Excellency, Governor Christopher T. Sununu  
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March 3, 2021

WIOA Youth programming and reduce administrative overhead it has been mutually agreed upon to end the MOU. With that change to the MOU the Department of Education needs to reassign an existing contract with MyTurn to the Department of Business and Economic Affairs, Office of Workforce Opportunity. The reassignment at this time will allow BEA/OWO to manage the last few months of that existing contract, as well as, the implementation of contract monitoring and final invoicing activities required of the contract.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

Respectfully submitted,



Taylor Caswell, Commissioner  
Business and Economic Affairs

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and America's Youth Teenage Unemployment Reduction Network, Inc., 1019 Crescent Street, Brockton, MA, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 21, 2017 (Item #137B), and Modified on May 9, 2019, hereby agree to modify same as follows:

Amend the contract between the NH Department of Education (NH DOE) and America's Youth Teenage Unemployment Reduction Network, Inc. (MyTurn) by reassigning the State Agency from the NH DOE to the NH Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO), as follows:

1. Amend Section 1.1 by changing the State Agency Name to Department of Business and Economic Affairs.
2. Amend Section 1.2 by changing the State Agency Address to 100 North Main Street, Concord, NH 03301.
3. Amend Section 1.6 by changing the Account Number to 03-22-22-220510-14530000-102-500731.
4. Amend Section 1.9 by changing the Contracting Officer for State Agency to Joseph Dolron, Director, OWO.
5. Amend Section 1.10 by changing the State Agency Telephone Number to 603-271-7275.

6. Amend Ex. B, #11 to replace:  
Kim Runion, Administrator  
Office of WIOA Youth  
Division of Career Technology and Adult Learning  
Department of Education  
21 South Fruit St., Suite 20  
Concord, NH 03301

With:  
Laura LeCain, Fiscal Administrator  
Office of Workforce Opportunity  
Department of Business and Economic Affairs  
100 N. Main St., Suite 100  
Concord, NH 03301

7. Amend all other references to the NH Department of Education, the NH Dept. of Education, the DOE, the NH DOE, Office of WIOA Youth, the NH Department of Education Workforce Innovations Office, and/or Bureau of Youth Workforce by replacing with the NH Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO).
8. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
9. This amendment shall be effective upon Governor and Council approval through June 30, 2021.

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.

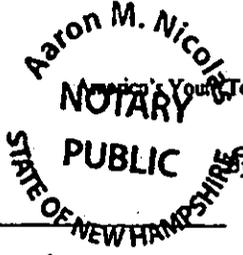
IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: [Signature] 3-8-21  
Commissioner of Education Date

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: [Signature] 3/8/2021  
Commissioner of Business & Economic Affairs Date



Aaron M. Nicolas  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE

My Turn America's Youth & Teenage Unemployment Reduction Network, Inc. (MY TURN)  
Name of Corporation (Contractor)

STATE OF NH  
County of Hillsborough

[Signature] Signature Title 3/3/2021 Date

On this the 3rd day of March, 2021 before me, Aaron M. Nicolas undersigned officer, personally appeared Allison G. Seep known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

Aaron M. Nicolas  
NOTARY PUBLIC NEW HAMPSHIRE  
MY COMMISSION EXPIRES 7/31/2024

[Signature]  
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 9th day of March, 2021

[Signature]  
Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

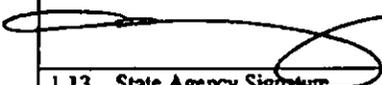
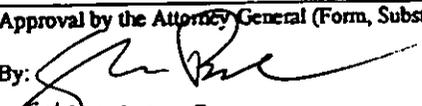
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Business and Economic Affairs		1.2 State Agency Address 100 North Main Street Concord, NH 03301	
1.3 Contractor Name America's Youth Teenage Unemployment Reduction Network, Inc.		1.4 Contractor Address 1019 Crescent Street Brockton, MA 02302	
1.5 Contractor Phone Number 603-647-2300	1.6 Account Number 03-22-22-220510-14530000-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation 4,718,908.97
1.9 Contracting Officer for State Agency Joseph Doiron, Director		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature  Date: 3/2/2021		1.12 Name and Title of Contractor Signatory Allison Joseph, Executive Director	
1.13 State Agency Signature  Date: 3/8/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner of Business & Economic Affairs	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  CHRISTOPHER DOND On: 3/4/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 3/2/2021

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

# 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 AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on April 07, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 471109

Certificate Number: 0005273607



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of March A.D. 2021.

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

I, **Patrick Queenan**, hereby certify that I am duly elected Officer of  
*(Name)*  
**America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN)**. I hereby certify  
*(Name of Corporation)*

the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders,  
duly called and held on November 18, 2013,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That **Allison Joseph, Executive Director** (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

**America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN)** with  
*(Name of Corporation)*

the State of New Hampshire and any of its agencies or departments and further is  
authorized to execute any documents which may in his/her judgment be desirable  
or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
**remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED: March 3, 2021**

**ATTEST:**  **President**  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/4/2021

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608	<b>CONTACT NAME:</b> Kyle Morrissey <b>PHONE (A/C No, Ext):</b> 888-850-9400 <b>FAX (A/C No):</b> 866-795-8016 <b>E-MAIL ADDRESS:</b> MMA.NewEngland.CLines@marshmc.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> America's Youth Teenage Unemployment Reduction Network, Inc. 1019 Crescent Street Brockton MA 02301	AMERIYOUTH1	INSURER A : Philadelphia Insurance Company	NAIC # 23850
		INSURER B : Hanover Insurance Company	22292
		INSURER C : Hanover Service Center	22292
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 593066282      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	8/24/2020	8/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	8/24/2020	8/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	8/24/2020	8/24/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	[REDACTED]	8/23/2020	8/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	D&O and EPL			[REDACTED]	8/24/2020	8/24/2021	Limit 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Business and Economic Affairs 100 North Main Street, Suite 100 Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

40



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-6133  
FAX (603) 271-1953

March 28, 2019

**Modification to MY-TURN Contact**

**Approved by Governor and Council on June 17, 2017**

New Hampshire Department of Education (NHDOE), Division of Career Technology and Adult Learning modifies the contract with America's Youth Teenage Unemployment Reduction Network, Inc. (MY-TURN), 1019 Crescent Street, Brockton, MA 02302 (Vendor Code 166581) in an amount not to exceed \$4,718,908.97 to provide youth services, employment, and training, as defined in Public Law 105-220 in five (5) communities in the State of New Hampshire (Lakes Region/Franklin, Nashua, Milford, Manchester and Rochester/Seacoast) to four (4) communities in the State of New Hampshire (Lakes Region/Franklin, Nashua, Manchester and Rochester/Seacoast).

Modification to include:

- Decrease in funding FY18 based on unexpended funds being returned to NHDOE by MY-TURN
- Decrease in funding for FY19 based on available WIOA funding.
- Change in service location by removing funds from Milford and reallocating funds to Rochester/Seacoast
- NOTE: all other contractual obligations remain in place as established in the original contract

**100% Other** (Department of Resource and Economic Development/Business and Economic Affairs MOU).

Funds to support this request are anticipated to be available in the account entitled Youth Title I-WIOA, contingent upon legislative approval of the next two biennial budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Payment Code: 06-56-56-565010-4095-102

Fiscal Year	Original Contract Amount	Reason For Modification	Modified Contract Based on Available WIOA Funds
Fy18	1,216,254.49	Unexpended funds from Vendor returned	1,135,240.43
FY19	1,216,254.49	Based on available WIOA funds	1,151,159.56
FY20	1,216,254.49	Estimated	1,216,254.49
FY21	1,216,254.49	Estimated	1,216,254.49

**Limitation of Price:**

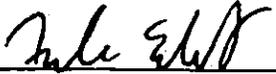
This contract will not exceed \$4,718,908.97.

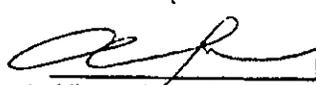
Funds are contingent on:

- 1) federal funding from the US Department of Labor;
- 2) attainment of contractual and performance goals and measures, and
- 3) modifications (if necessary) to comply with new Department of Labor priorities and/or reauthorization.

Other funding limitations:

- No more than \$126,096.65 for each program year for a maximum of \$504,384.60 for the four-year contact, may be spent on in-school youth services.
- A minimum of twenty percent (20%) of the expended budget must be spent on work-based learning activities.

  
Date: 5/2/19  
Frank Edelblut  
Commissioner Department of Education

  
Date: 5/9/19  
Alison Joseph  
Executive Director My Turn

137B RB



Frank Edelblut  
Commissioner

Paul K. Leather  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-6133  
FAX (603) 271-1953

June 6, 2017

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

REQUESTED ACTION

1. Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN), 1019 Crescent Street, Brockton, MA 02302 (Vendor Code 166581) in an amount not to exceed \$4,865,017.96 to provide youth services, employment, and training, as defined in Public Law 105-220 in four (4) communities in the State of New Hampshire (Lakes Region/Franklin, Nashua, Milford and Rochester) effective upon Governor and Council approval through June 30, 2021. **100% Other** (Department of Resource and Economic Development MOU).

Funds to support this request are anticipated to be available in the account entitled Youth Title I-WIA, contingent upon legislative approval of the next two biennial budgets with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

06-56-56-565010-40950000-102-500731	Contracts for Program Services	\$1,216,254.49	FY18
06-56-56-565010-40950000-102-500731	Contracts for Program Services	\$1,216,254.49	FY19
06-56-56-565010-40950000-102-500731	Contracts for Program Services	\$1,216,254.49	FY20
06-56-56-565010-40950000-102-500731	Contracts for Program Services	\$1,216,254.49	FY21

2. Authorize the Department of Education to make advanced monthly payments for services provided under the terms of the contract.

EXPLANATION

The New Hampshire Department of Education has been awarded \$1,800,000 for FY18 and anticipates similar funding for FY19, FY20 and FY21 by the NH Department of Resources and Economic Development, Office of Workforce Opportunity (CFDA 17.259 WIOA Youth Activities). NH Department of Resources and Economic Development is the administrative entity designated by the Governor of the State of New Hampshire to receive and administer the Workforce Innovation Opportunity Act (WIOA) funds allocated to the State of New Hampshire from the US Department of Labor. These funds will be used for the implementation and oversight of the WIOA Title I Youth program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

June 6, 2013

Page 2

The purposes for the Title I Youth funds are: (1) to provide to eligible youth in achieving academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers; (2) to ensure eligible youth have on-going mentoring opportunities with adults committed to providing such opportunities; (3) to provide opportunities for training to eligible youth; (4) to provide continued supportive services for eligible youth; (5) to provide incentives for recognition and achievement to eligible youth; and (6) to provide eligible youth with opportunities for activities related to leadership, development, decision making, citizenship, and community service; (7) to provide dropout recovery services and strategies, financial literacy education, entrepreneurial skills training, postsecondary preparation and transition activities, and integrated education; (8) training for a specific occupation or cluster, and services that provide labor market information about in-demand industry sectors and occupations; and (9) paid work-based learning experiences.

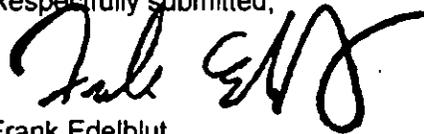
This youth services, employment, and training contract will fulfill all the above-mentioned purposes.

A Request for Proposal (RFP) was released the week of November 15, 2016. The RFP was sent to all high schools, charter schools, adult education programs, community based organizations and faith based organizations that were on the WIOA Youth mailing list for potential and former vendors. The RFP was based on the Workforce Innovation & Opportunity Act (WIOA). A copy of the RFP was posted to the NH Department of Education and NH Works web pages as well as the Manchester Union Leader and Sunday News on November 17, 2016 through November 19, 2016. Thirteen (13) proposals were reviewed utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system established by the Youth Council and included in the RFP (see Attachment A).

An advance payment on a monthly basis is being requested to cover costs that will be incurred with the contact.

In the event that Other funds become unavailable, General funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut.  
Department of Education

**Attachment A**

Proposal Criteria in RFP:

	In-School Points	Out-of-School Points
Program Description	60	60
General Program Operations	235	235
Program Elements	95	95
Academic Opportunities	35	35
Career Pathways/Development and Employment	115	115
Outcomes	50	50
Budget	15	15
Leveraged Resources and Stability	15	15
Bonus	0	25
	<hr/>	<hr/>
TOTAL	620	645

The Council awarded, as reflected in the Request for Proposal, a regional distribution of funding and to ensure attainment of the federal standard that 75% will be expended on Out-of-School Youth:

**North Country:** 15% Belknap, Carroll, Coos, and Grafton counties;

**Seacoast Region:** 10% Rockingham and Stafford counties;

**Hillsborough County:** 67%;

**West Central Region:** 8% Cheshire, Merrimack and Sullivan counties

Reviewers for the out-of-school youth proposals:

- Brigitte Bowmar, Program Specialist for the NH Department of Education responsible for WIOA Technical Assistance
- Bonnie St. Jean, Retired Administrator at the Office of Workforce Opportunity NH Department of Resource and Economic Development
- Brenda Quinn, Owner E-STEM Solutions, LLC and Youth Council Chair
- Sarah Bennett, Education Consultant for the NH Department of Education in Adult Education
- Maria Gagnon, Administrator for Department of Health and Human Services, Child and Family Services
- Regina Fiske, Program Specialist for the NH Department of Education in Career Development Bureau

Reviewers for the in-school youth proposals:

- Pauline LaCroix, Program Specialist for the NH Department of Education responsible for WIOA Program Monitoring
- Kathy Jablonski, Retired and Youth Council Member
- Jeff Beard, Education Consultant III for the NH Department of Education in Career Development Bureau

**Funding Recommendation:** WIOA 2014 legislation shifted funding from requiring 30% of the budget to be expended on Out-of-School Youth to 75% of the budget expended on Out-of-School Youth. Therefore, some of the Out-of-School Youth programs are funded at a higher level than In-School youth programs. Additionally, there was an effort to maintain In-School Programs across as many regions of the state as possible.

Region	Applicant	ISY	OSY	Approved Amount FY18/FY19/FY20/FY21	Final Score	NOTE	Regional Reviewers
<u>North Country</u>	NH-JAG: Woodsville In-School	X		\$363,528.00	576 (93%)		P. LaCroix, J. Beard, K. Jablonski
	My-Turn: Lakes Region/Franklin Out-of-School		X	\$762,677.20	520 (84%)		B. St.Jean, M. Gagnon, R. Fiske
<u>Seacoast</u>	My-Turn: Rochester Out-of-School		X	\$770,655.56	515 (83%)		B. St.Jean, M. Gagnon, R. Fiske
<u>West Central</u>	NH-JAG: Claremont Out-of-School		X	\$604,216.00	498 (80%)		B. Bowmar, B. Quinn, S. Bennett
	NH-JAG: Concord Health Care		X	\$618,608	508 (82%)		B. Bowmar, B. Quinn, S. Bennett
<u>Hillsborough</u>	NH-JAG: Manchester Memorial In-School	X		\$365,100	576 (93%)		P. LaCroix, J. Beard, K. Jablonski
	My-Turn: Nashua North & South In-School	X		\$504,384.60	576 (93%)		P. LaCroix, J. Beard, K. Jablonski
	Unique Systems	X			204 (33%)	Not recommended for funding	P. LaCroix, J. Beard, K. Jablonski
	MyTurn Milford Manufacturing		X	628,134.32	555 (86%)		B. Bowmar, B. Quinn, S. Bennett
	My-Turn: Nashua Out-of-School		X	\$719,946.40	544 (88%)		B. Bowmar, B. Quinn, S. Bennett
	My-Turn: Nashua Manufacturing Out-of-School		X	\$764,227.88	555 (86%)		B. Bowmar, B. Quinn, S. Bennett
	MyTurn: Manchester		X	\$714,992	505 (82%)		B. St.Jean, M. Gagnon, R. Fiske
	Unique Systems		X		106 (17%)	Not recommended for funding	B. St.Jean, M. Gagnon, R. Fiske

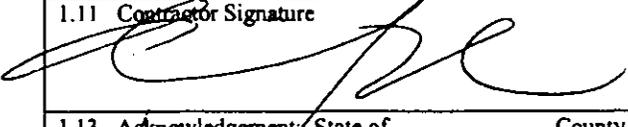
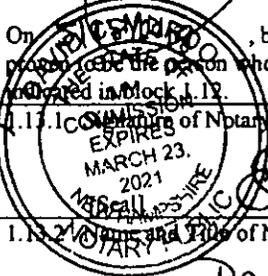
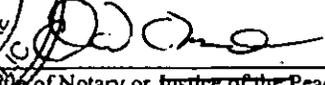
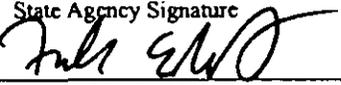
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 21 S. Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name America's Youth Teenage Unemployment Reduction Network, Inc.		1.4 Contractor Address 1019 Crescent Street, Brockton, MA 02302	
1.5 Contractor Phone Number 603-714-1340	1.6 Account Number 06-56-56510-4095-102-500731	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$4,865,017.96
1.9 Contracting Officer for State Agency Kim Runion, Administrator		1.10 State Agency Telephone Number 603.271.3805	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Allison Joseph Excc. Dir.	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved 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.			
1.14 Commission of Notary Public or Justice of the Peace  			
1.15 Name and Title of Notary or Justice of the Peace Dand Crunk			
1.14 State Agency Signature  Date: 6-9-17		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
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:  On: 6/14/17			
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  
Date

 5/8/17

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

Date

  
5/18/17

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.

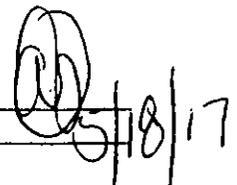
**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**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.

Contractor Initials  
Date

Handwritten initials "CD" and date "5/18/17" written over a horizontal line.

## EXHIBIT A

### Scope of Services

1. The Contractor shall provide employment and training services, as defined in Public Law 113-128, to America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN) consumers in the following communities.

Site	Students Enrolled in Training Activities Per Year for Four Years 700 (total)
Milford Manufacturing	80 students (20 Annually)
Nashua High School North/South In- School	140 students (35 Annually)
Nashua Out-of-School Youth Program	100 students (25 Annually)
Nashua Out-of-School Manufacturing	80 students (20 Annually)
Laconia Out-of-School Youth	100 students (25 Annually)
Rochester Out-of-School Youth	100 students (25 Annually)
Manchester Out-of-School Youth	100 students (25 Annually)

2. The Contractor will be responsible for delivering or coordinating with other resources for the delivery of the Workforce Innovation and Opportunity Act (WIOA) of 2014 Essential Services and Elements.
3. The Contractor is responsible for recruitment, including advertising and development of related materials.
4. The Contractor is responsible for recruitment and submission of required paperwork to the NH DOE, Office of WIOA Youth for eligibility certification. All clients to be served through these program funds must be:

In-school Youth (ISY) must be a low-income individual as defined by the Workforce Innovation & Opportunity Act. In addition, the participant must possess one of the following barriers:

- Basic skills deficient;
- An English language learner;
- An offender;
- A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- Pregnant or parenting;
- A youth who is an individual with a disability;
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Out-of-School Youth (OSY) must meet at least one of the following criteria:

- Be within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
- Recipient of a secondary school diploma or its recognized equivalent, who is low-income and either basic skills deficient or an English language learner;
- Subject to the juvenile or adult justice system;
- A homeless individual defined in sec. 41403(6), Violence Against Women Act (42 U.S.C. 14043e-2(6)), a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477, Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- Pregnant or parenting;
- An individual with a disability;
- Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment;
- School dropout;
- Certified eligible for WIOA Title I funds. NH Department of Education Workforce Innovations Office is responsible for certifying participants to be eligible for services based on required documentation submitted to that office.

5. Each participant or applicant who meets the minimum income criteria and possesses one of the identified barriers will be considered an eligible youth and shall be provided (where appropriate) :

- Information on the full array of applicable or appropriate services that are available through other providers or one-stop partners including those receiving funds under WIOA Title I;
- Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

Note: Each eligible provider of a program of youth activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs to meet the basic skills and training needs of the applicant.

6. Individuals may not be provided assessment or training services until certified eligible by the NH Department of Education, Office of WIOA Youth.

7. Individuals may be provided support funding to purchase documents necessary for eligibility determination.

8. For eligible youth under WIOA Title I Youth, the Contractor shall:

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EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

Contractor Initials  
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- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;  
Note: Assessment is subject to change based on the development of WIOA Rules and Regulations.
- Develop service strategies for each participant that shall identify an employment goal (including nontraditional employment) as appropriate;
- Identify achievement objectives and appropriate services for the participant taking into account the assessment conducted. An exception exists in that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program; and
- Provide preparation for post-secondary educational opportunities, in appropriate cases: strong linkages between academic and occupational learning; preparation for unsubsidized employment in appropriate cases; and effective connections to intermediaries with strong links to the job market; and local and regional employers.

9. The WIOA Essential Elements that need to be available to each participant are:

- Tutoring, study skills training, and instruction leading to completion of secondary school, including dropout prevention strategies through a school-site mentor;
- Alternative secondary school services with high academic standards, as appropriate;
- Summer employment opportunities that are directly linked to academic and occupational learning;
- As appropriate, paid and unpaid work and work-based learning experiences that teach all aspects of the industry and general workplace competencies including internships, job shadowing, and school sponsored workplace mentoring;
- Occupational skill training aligned with career majors/paths, as appropriate, including instruction in general workplace competencies and all aspects of industry concurrent with other program elements delivery;
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, including linking youth and adult mentoring, as appropriate;
- Supportive services and transition links;
- Adult mentoring, including academic and workplace mentoring which links youth and adult learning, for the period of participation and a subsequent period, for a total of not less than 12 months;

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- Follow up services for not less than 12 months after the completion of participation, as appropriate; including post-program placement;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, career awareness and exploration, as appropriate.
- To provide dropout recovery services and strategies, financial literacy education, entrepreneurial skills training, postsecondary preparation and transition activities, and integrated education;
- Training for a specific occupation or cluster, and services that provide labor market information about in-demand industry sectors and occupations;
- Work-based learning experiences.

10. One Stop Services to Youth:

- a) WIOA youths, aged 18-24, may also be eligible for services supported through WIOA Adult or Dislocated Worker funds. Contractor shall make the appropriate referrals to allow the youth 18-24 to access appropriate services through the NH Works Centers or other WIOA supported options.
- b) Youth participants will be brought to the NH Works Job Center for tour, registration and trained on the resources available.
- c) Contractor will make a presentation to the NH Works team in your program area during the program recruitment period (within 90 days after OSY provider contract start date) for referral purposes and repeated annually thereafter.

11. Confidentiality:

- a) Contractor agrees to ensure that staff maintains the confidentiality of any information regarding project applications or participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies, or counselors, or any other source.
- b) Without the permission of the WIOA applicant/participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this agreement and to persons having responsibilities under this agreement.
- c) Contractor agrees to take reasonable steps to ensure the physical security of such data under its control and will inform each of its employees, vendors, and subcontractors having any involvement with personal data or other confidential information of the laws and regulations related to confidentiality.

12. WIOA Adult Partner Meetings: A representative of the contractor shall attend regularly scheduled Partner Meetings. Partner Meetings are a collaborative approach to serving our nation's neediest youth and adults in order to develop innovative approaches, enhance the quality of services delivered, improve efficiencies, and improve the outcomes for WIOA participants.

13. State Administrator Meeting: A representative of the contractor shall attend regularly scheduled administrator meetings in order to address training and program issues.

14. Job Developer Quarterly meetings: Job developers hired by the program will attend quarterly meetings and training with the State WIOA Administrator.

  
 5/18/17

**Performance Requirements:**

15. The contractor must achieve the minimum performance threshold as negotiated by the NH Workforce Opportunity Council and the Secretary of Labor for the following standards:

Performance Measures	Final Goals PY 2016	Final Goals PY 2017	Final Goals PY 2018/2019/2020
<b>WIOA Title I Youth</b>			
Employment (Second Quarter after Exit)	62.0%	63.0%	TBD
Employment (Fourth Quarter after Exit)	58.5%	59.0%	TBD
Median Earnings	Baseline	Baseline	TBD
Credential Attainment Rate	60.0%	60.5%	TBD
Measurable Skill Gains	Baseline	Baseline	TBD
Effectiveness in Serving Employers	Baseline	Baseline	TBD

16. Returning programs must attain 90% of program year enrollment plan goal by September 30 of respective program year; failure to achieve planned enrollment will result in a decrease in contract funds based on the per participant cost for each under enrollment. New programs must attain 90% of program enrollment the first year by December 30, and September 30 for all following years.

**Co-Enrollment Performance Measures:**

- a) 18-24 year olds being served with adult funding may choose to be enrolled in a youth-funded activity, or an 18-24 year old being served with youth funding may choose to be co-enrolled in an adult funded activity, providing adequate funding is available to support the co-enrollment activities chosen. Co-enrolled 18-24 year olds will be reported out in both the adult and appropriate youth performance measures.
- b) In the case of co-enrolled youth, each partner (contractor, WIOA Title I and/or dislocated worker sub-recipient) will equally be responsible for ensuring that both the adult and youth performance measures are met. Contractor will work with adult personnel to achieve identified goals.

Contractor Initials   
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**Reporting Requirements:**

17. The reporting requirements will coincide with the reporting requirements established by the Workforce Opportunity Council and the NH Department of Education as outlined in the Request for Proposal, E-teams, and include:
- a) Semi-annual success stories will be submitted to NH Dept. of Education via the E-Teams FTP site.
  - b) A final annual cumulative report shall be submitted to NH Department of Education and shall include the number of people served, the services provided, the outcomes achieved, the weaknesses and strengths of the services and the placement status of those completing the contract.
  - c) Submit quarterly status reports for all program activities by the 15<sup>th</sup> day of beginning month's quarter i.e. on Oct 15 submit a status report covering July 1-Sept 30 activities and plans for Oct 1-Dec 30;
  - d) Fiscal Reports must be submitted no later than the tenth of the month following expenditures and at a minimum must include accrual report, reconciliation report, and supporting documentation for billing.

 5/19/17

**EXHIBIT B**

**Estimated Budget: Limitation on Price: Payment**

	<b>FY18</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>	<b>TOTAL</b>
Tuition	\$75,052.93	\$75,052.93	\$75,052.93	\$75,052.93	\$300,211.72
Staff Salaries/Wages	622,672.00	622,672.00	622,672.00	622,672.00	2,490,688.00
Participant Wages	147,325.86	147,325.86	147,325.86	147,325.86	589,303.44
Fringe Benefits	130,761.12	130,761.12	130,761.12	130,761.12	523,044.48
Travel/ Transportation	14,000.00	14,000.00	14,000.00	14,000.00	56,000.00
Communications	8,200.00	8,200.00	8,200.00	8,200.00	32,800.00
Program Fees	10,500.00	10,500.00	10,500.00	10,500.00	42,000.00
Expendable Supplies	7,200.00	7,200.00	7,200.00	7,200.00	28,800.00
Textbooks	3,500.00	3,500.00	3,500.00	3,500.00	14,000.00
Facilities/Space	31,500.00	31,500.00	31,500.00	31,500.00	126,000.00
Equipment	7,174.70	7,174.70	7,174.70	7,174.70	28,698.80
Support Services	21,000.00	21,000.00	21,000.00	21,000.00	84,000.00
Student Work Experience	37,000.00	37,000.00	37,000.00	37,000.00	148,000.00
Admin @ 9%	100,367.88	100,367.88	100,367.88	100,367.88	401,471.52
<b>TOTAL</b>	<b>\$1,216,254.49</b>	<b>\$1,216,254.49</b>	<b>\$1,216,254.49</b>	<b>\$1,216,254.49</b>	<b>\$4,865,017.96</b>

1. Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided consistent with Exhibit A - Scope of Services, the Department of Education shall reimburse the contractor for allowable expenses up to a maximum total payment of \$4,865,017.96
2. The contractor in collaboration with DOE administrative staff shall develop a line-item budget for cost-reimbursement on an annual basis for each year covered in this agreement, which shall be binding. The contractor shall not expend funds in addition or outside of an approved line-item budget for any contract year without written consent from the DOE.

  
 5/10/17

3. The total of all approved budgets within this contract period shall not exceed \$4,865,017.96 without written modification signed by the parties to this agreement and approved by the Governor and Council.
4. Annual funding amounts disbursed through this contract agreement shall be determined based on actual WIOA federal awards (Governor and Council approved Memorandum of Understanding between the NH Department of Education and the Department of Resource and Economic Development) for the delivery of re-employment services for eligible youth received for each program year covered under this agreement, which may be less or more than estimated but may not exceed in the aggregate the total maximum amount authorized via this contract agreement.
5. This contract is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) number: 17.259 WIOA Youth Activities – States for the purpose of the delivery of WIOA services to eligible individuals.
6. The Contractor must have written authorization from the DOE prior to using contract funds to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year, and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this contract.
7. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses incurred after June 30, 2021 shall not be accepted for payment.
8. Expenditures shall be in accordance with an annual line item budget, which shall be submitted to the DOE for final approval no later than June 30 for each program year covered under this agreement. In the event that line-item budgets are adjusted within a program year, such adjustments shall not exceed the approved administration cost for each program year.
9. The Contractor agrees that all financial reports shall at a minimum be itemized by program location and In-School Youth and Out-of-School Youth.
10. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.
11. Invoices shall be sent to:

Kim Runion, Administrator  
 Office of WIOA Youth  
 Division of Career Technology and Adult Learning  
 Department of Education  
 21 South Fruit St., Suite 20  
 Concord, NH 03301

Invoices shall be paid to:  
 America's Youth Teenage Unemployment Reduction Network  
 1019 Crescent Street  
 Brockton, MA 02302

12. The Contractor shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized NH DOE, Office of WIOA Youth staff and/or its auditors.
13. Department of Resource and Economic Development, Office of Workforce Opportunity reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by the DOE and/or the State of New Hampshire.

Contractor Initials   
 Date 5/18/17

14. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable WIOA federal, State and the DOE cash management regulations and policies, including monthly accrual reporting.
15. The Contractor is solely responsible for paying to the DOE any disallowed costs associated with the misappropriation of federal funds and/or costs expended on individuals who were erroneously determined to be eligible for WIOA services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
16. The DOE reserves the right to increase and/or decrease contract funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
17. The Contractor is prohibited from using federal funds awarded under this contract for the following items and/or activities: automobiles, lobbying, real property and improvements, cost of interest payments, membership dues, professional license, annual professional dues or fees, finance charges, late fees or penalties, and depreciation charges. This is not intended to be an all-inclusive list, the contractor must review any proposed cost outside of the approved line item budget with the Administrator for the Bureau of Youth Workforce.

Line items in this budget may be adjusted, one to the other, within (+/-10%) of the indicated amount but in no case can the total budget exceed the price limitation. The Contractor must receive NH Department of Education approval prior to transferring from one line item to another.

**Limitation of Price:**

This contract will not exceed \$4,865,017.96. Funds will not exceed \$1,216,254.49 for each of FY18, FY19, FY20, and FY21. Funds are contingent on 1) federal funding from the US Department of Labor; 2) attainment of contractual and performance goals and measures, as well as; 3) modifications (if necessary) to comply with new Department of Labor priorities and/or reauthorization. No more than \$182,157 for each program year for a total of \$728,628 for the four year contract, may be spent on in-school youth services. A minimum of twenty percent (20%) of the expended budget must be spent on work-based learning activities.

**Method of Payment:**

Monthly advance payment may be made for each month of the contract years. Each advance payment will be based on a line item estimate of expenditures for the coming payment period. Each advanced payment request, except the first request, will include a line item listing of expenses incurred during the previous period within the in-school and out-of-school youth funding categories. The Reconciliation Report, Work-Based Learning Report, and Accrual Reports are due the 10<sup>th</sup> day of the month following service provision (if the 10<sup>th</sup> day of the month falls on the weekend, the reports are due the following Monday). Ten percent of the contract price will be withheld until the submission of all reports and the satisfactory completion of all contract requirements. Invoices will be submitted to the Office of WIOA Youth Administrator, 21 South Fruit Street, Suite 20, Concord, NH 03301. The NH Federal Fiscal Handbook and Procedures will be followed for advance payment practices.

Contractor Initials   
 Date 5/18/17

## EXHIBIT C

### Special Provisions

On or after the date set forth in Item 1.7 of the General provisions, the Contractor shall deliver to the State, at the address set forth in Item 1.1 and 1.2, an independent audit of the funds received under this Agreement, during the Contractor's fiscal year, which is conducted in compliance with the Single Audit Act of 1984 (P.L. 98-502) and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of Institutions of Higher Education and Other Non-Profit Institutions.

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 2 CFR 200 Appendix II (H):

A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### Intellectual Property Clause

"The Federal government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and ii) rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the WIOA Annual Financial Agreement:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

  
5/18/17

**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 AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on April 07, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 471109



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

**Certificate of Authority**

I, Rachele Lappinen, Clerk/Secretary of MY TURN, Inc. 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 May 18, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: MY TURN, Inc. will enter into a contract with the NH Department of Education to provide employment and training services to in- and out-of-school youth. This resolution shall remain in effect until specifically revoked.

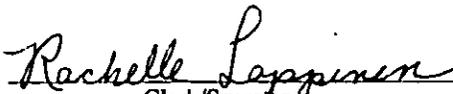
That: MY TURN, Inc. Board of Directors has named Allison Joseph as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 18, 2017
- (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:

- Mauro Torres, President
- Allison Joseph, Executive Director
- Rachele Lappinen, Clerk
- Jonathan Mason, Director
- Eric Mitchell, Director
- Jehona Latifi, Director
- Kim Joseph, Director
- Patrick Queenan, Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 18<sup>th</sup> day of May, 2017.

(Corporate Seal if any)

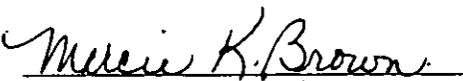
  
Clerk/Secretary

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

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On May 18, 2017 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 executed the foregoing certificate.

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

  
Notary Public/Justice of the Peace  
**MELISSA K. BROWN, Notary Public**  
My Commission Expires November 12, 2019

Client#: 195690

AMERIYOUTH1

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2016

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

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

PRODUCER Marsh & McLennan Agency LLC 100 Front Street, Suite 800 Worcester, MA 01608 888 850-9400	CONTACT NAME: Thomas O'Neill	
	PHONE (A/C, No, Ext): 888 850-9400 FAX (A/C, No): 866-795-8016 E-MAIL ADDRESS: thomas.oneill@marshmma.com	
INSURED America's Youth Teenage Unemployment Reduction Network, Inc. 1019 Crescent Street Brockton, MA 02301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Co.	
	INSURER B: Twin City Fire Insurance Compan	29459
	INSURER C: Hanover Insurance	22292
	INSURER D:	
	INSURER E:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1209216	08/24/2016	08/24/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$60,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/POP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1209216	08/24/2016	08/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 OCCUR CLAIMS-MADE			PHUB547044	08/24/2016	08/24/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WECNM0314	08/23/2016	08/23/2017	PER STATUTE OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	CL D&O and EPL			LHN9352773	08/24/2016	08/24/2017	\$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Education  
21 South Fruit Street  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JERRY ADRIAN

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# MY TURN, Inc.

## BALANCE SHEET

As of May 18, 2017

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
1000 - Cash	0.00
1010 RkldTrst #6640 clsd	0.00
1020 Operate #7023	53,308.43
1030 Crescent Pssbk clsd	0.00
1040 MnyMkt #5111 clsd	0.00
1050 PayPal	0.00
<b>Total 1000 - Cash</b>	<b>53,308.43</b>
<b>Total Bank Accounts</b>	<b>\$53,308.43</b>
Accounts Receivable	
1200 - A/C Receivable	5,809.59
<b>Total Accounts Receivable</b>	<b>\$5,809.59</b>
Other Current Assets	
1300 - Other Current Assets	
1310 Due from emp	40.18
1320 Security deposit	4,345.00
1330 Prepd rent	0.00
1340 Prepd ins	0.00
1350 Prepd exp	3,746.93
1360 Bad debt allowance	0.00
<b>Total 1300 - Other Current Assets</b>	<b>8,132.11</b>
1500 - Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$8,132.11</b>
<b>Total Current Assets</b>	<b>\$67,250.13</b>
Fixed Assets	
1600 Fixed Assets	
1610 Office equipment	
1610 Office equipment	23,039.93
Depreciation	-23,039.93
<b>Total 1610 Office equipment</b>	<b>0.00</b>
1615 Furniture & fixtures	
1615 Furniture & fixtures	2,090.80
Depreciation	-2,090.80
<b>Total 1615 Furniture &amp; fixtures</b>	<b>0.00</b>
1620 Computer equipment	
1620 Computer equipment	7,881.79
Depreciation	-7,881.79
<b>Total 1620 Computer equipment</b>	<b>0.00</b>
1630 Software	
1630 Software	1,656.50
Depreciation	-1,656.50
<b>Total 1630 Software</b>	<b>0.00</b>
1640 Marketing material	
1640 Marketing material	3,368.66
Depreciation	-3,368.66

	TOTAL
Total 1640 Marketing material	0.00
1650 Leasehold improvement	0.50
Depreciation	-0.50
Total 1650 Leasehold improvement	0.00
1660 Trademark	6,720.00
Depreciation	-6,720.00
Total 1660 Trademark	0.00
Total 1600 Fixed Assets	0.00
Total Fixed Assets	\$0.00
<b>TOTAL ASSETS</b>	<b>\$67,250.13</b>

#### LIABILITIES AND EQUITY

##### Liabilities

##### Current Liabilities

##### Accounts Payable

2000 Accounts Payable 0.00

**Total Accounts Payable \$0.00**

##### Other Current Liabilities

2100 Current Liabilities 0.00

2110 Loan payable 60,000.00

2111 Dept 25 NHDOE advance 141,493.30

2112 Dept 25C NHDOE advance 0.00

2113 Dept 25D NHDOE advance 0.00

**Total 2110 Loan payable 201,493.30**

2120 Accrued exp 0.00

2130 Accrued payroll tax 0.00

2140 Accrued payroll 0.00

2155 EE 401k deferral -1.16

2165 Accrued FSA 0.00

**Total 2100 Current Liabilities 201,492.14**

**Total Other Current Liabilities \$201,492.14**

**Total Current Liabilities \$201,492.14**

##### Long-Term Liabilities

##### 2500 Other Long Term Liabilities

2510 Deferred revenue 0.00

**Total 2500 Other Long Term Liabilities 0.00**

**Total Long-Term Liabilities \$0.00**

**Total Liabilities \$201,492.14**

##### Equity

3000 Opening Balance, Equity 797,177.33

3050 Unrestricted Net Assets -734,084.93

##### 3100 Restrict fund

3105 - Brockton School Dept 0.00

3129 Greater Worcester Community

Foundation'14 0.00

3150 Restrict-Clowes 0.00

3155 Restrict-Scholarship 0.00

3159 - NH Charitable Found'n 0.00

	TOTAL
3161 - Bean Foundation	4,463.06
3176 Restrict-Clipper Ship Foundation Inc	0.00
3177 - Community Foundation Central Mass	2,259.45
3178 National Grid Foundation'14	0.00
3179 Dollar General Lit Foundtion'14	0.00
3181 Restrict-Alfred Chase Foundation	0.00
3197 Restrict-NYEC	0.00
<b>Total 3100 Restrict fund</b>	<b>6,722.51</b>
Net Income	-204,056.92
<b>Total Equity</b>	<b>\$ -134,242.01</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$67,250.13</b>



*for Opportunity and Success*

## **MY TURN Governing Board Membership**

*All Positions are Voluntarily Held*

### **Mauro Torres, President**

*Architect at Microsoft Corporation*  
90 Prospect Street, South Easton, MA 02375 (Home)  
(774) 284-0175 (Cell Phone)

### **Eric Mitchell, Director**

*Director at ABCDorchester, Inc.*  
110 Claybourne Street, Dorchester, MA 02124 (Business)  
(617) 288-2700 (Business Phone)

### **Patrick Queenan, Director**

*Assistant Attorney General, State of New Hampshire*  
17 Courtland Street, Nashua, NH 03064 (Home)  
(603) 493-7628 (Cell Phone)

### **Kim Joseph Marshall, Director**

*Retired from Fairpoint Communications*  
97 Sunnyside Street, Manchester, NH 03103 (Home)  
(603) 860-7021 (Cell Phone)

### **Jehona Latifi, Director**

*Nurse at Elliot Hospital*  
115 Circle Rd #3 Manchester, NH 03103 (Home)  
(603) 820-5091 (Cell Phone)

### **Rachelle Lappinen, Clerk**

*Career Counselor at MassEdCo*  
32 Valleyview Road, Leominster, MA 01453 (Home)  
(508) 887-6295 (Cell Phone)

### **Jon Mason, Director**

*Corporate, Community, and Continuing Education Coordinator at Nashua Community College*  
(603) 578-8900 Ext. 1763 (Work Phone)



## Allison Joseph

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*Highly motivated, extremely hardworking non-profit Executive Director with the ability to clearly communicate needs and expectations to staff & develop and maintain partnerships with funders. Possessing strengths in program development and implementation, cost reduction, budget forecasting & fundraising.*

### **Employment:**

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*Executive Director*

December 2013 - Present

MY TURN, Incorporated

Effectively reduced agency deficit by over \$100,000 during first year as Executive Director. Increased Board Membership and secured \$1,000,000 in federal Workforce Innovation and Opportunity Act (WIOA) funds. Reduced overhead costs while opening new programs and hiring new staff. Currently managing a \$1,200,000 budget and overseeing operations at 7 sites throughout New Hampshire and Massachusetts.

- Provides strategic leadership, including business planning, budget forecasting, and board relations.
- Supervisor for direct service managers, and responsible for all aspects of program outcomes.
- Responsible for all aspects of programming and operations including Human Resources, Finance, Information Technology, Program Evaluation, and Program Management.
- Manages and conducts organizational fundraising including grant writing, event planning, gift requests.

*Deputy Director*

July 2013 – December 2013

MY TURN, Incorporated

Retain all responsibilities of the Director of Programs, NH Region. Also perform the following tasks:

- Coordinate with CEO and implement all administrative strategies to ensure quality programming
- Evaluate all financial statements on monthly basis and analyze all trends
- Assist with development of all program grants and financial contracts
- Participate in contract negotiations

- Assist CEO in the oversight of employee benefits administration including: Health, Dental, and 401(k)

*Director of Programs, NH Region*  
MY TURN, Incorporated

May 2011 – July 2013

Maintain supervisory authority over all programming and staffing within 4 Programs in the New Hampshire region. Coordinate community relations within the region, including job development, public relations, and cultivation of partners. Also perform the following tasks:

- Responsible for writing the grants to secure funding for all 4 Federal Workforce Investment Act programs.
- Ensure that all programmatic components, achievement of benchmarks, data collection/reporting and contractual obligations within the WIA contract are met with a standard of high quality
- Ensure that all programs' budgets are adhered to and changes to those budgets including requests for movement of funds between specific line items is properly negotiated with relevant funders
- Responsible for the effective supervision of staff within the region including: conducting regular staff meetings, completion of performance reviews, create and review professional development plans with staff, orient and train staff in their positions, provide oversight, guidance, and mentoring to staff, coordinate staff schedules and PTO requests, and ensure that MY TURN's staff discipline policy is executed
- Analyze data to identify trends, best practices, and programmatic challenges; use data to strategically develop and implement program improvements
- Actively participate as member of the NHWorks Partners' teams (Nashua and Manchester) as well as Co-Chair of the Manchester Youth Visions Committee
- Develop and implement mentorship program including recruiting and training new mentors in cooperation with the Greater Nashua Human Resource Association

*Career Specialist, Manchester Central High School*  
MY TURN, Incorporated

July 2007 – May 2011

Responsible for the recruitment and case management of 35+ low income, at risk youth, and for the implementation of a Federal Workforce Investment Act funded academic and employment training program including the following elements:

- Providing employment services and work-base Learning experiences
- Facilitating summer youth employment opportunities by developing jobs in the community and overseeing youth employees
- Creating engaging curriculum to deliver educational/tutoring skills training

- Developing citizenship and leadership development opportunities in the community
- Direct student led Service Learning Projects
- Providing additional support services and twelve months of follow-up services to each participant
- Maintain required documentation and reporting information as set forth by State and Federal requirements
- Meet or exceed set Performance Measures as mandated by State and Federal regulations
- Maintain all contract requirements between MYTURN and the Bureau of Work Force Development/State of NH Department of Education

**Leadership:**

Recipient of NH "40 under Forty" Award	2016
NH WIA/WIOA Directors' Group	2011 – Present
Created College Readiness & Financial Literacy Assessment tools for all NH WIOA Programs	2015
NH Shared Youth Vision Teams:	
Manchester Area	Member 2007 – 2013; Co Chair 2010 – 2013
Concord Area	Member 2012 – 2013; Co Chair 2012 – 2013
Manchester NHWorks Partners' Group	2007 – 2013
Nashua NHWorks Partners' Group	2011 – 2013
Manchester NH Mayor's Jobs Group	2012 – 2013
Created & Trained WIA Youth Quarterly Training Manual Recruitment/Summer Youth/Performance	2012 – 2013
Recognized as an Outstanding Teacher NH WZID Teacher Appreciation Week	2011
Heads Together Conference Presenter: Interagency Collaboration	2009
Certified Entrepreneurship Teacher Network for Teaching Entrepreneurship (NFTE)	2008
Distinction in Core Values Award MY TURN, Inc.	2007

Jocelyn L. Mahoney

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**Objective:** To obtain a position that will enable me to use my strong organizational skills, high level of energy, and ability to work well with people.

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**Work Experience:**

**Boys & Girls Club of Manchester, Manchester, NH (2005- Present)**

**School Based Site Director**

- Plan, organize and implement daily activities for two school based programs.
- Establish activities and programs that prepare members for academic and social success.
- Recruit, supervise and manage staffing for two school based programs.
- Assume all on-site director responsibilities at either program as needed.
- Ensure both programs were in compliance with NH child care licensing rules and regulations.
- Develop and nurture positive relationships with staff, members, parents and school administration.
- Maintain a standard of rules for members to follow and provide appropriate discipline when necessary.
- Manage yearly staffing and supply budgets, so they are not exceeded.
- Recruit and maintain donors for our annual Thanksgiving and Christmas holiday giving program.
- Collect, track and distribute all information regarding holiday donations to donors.

**Pine Haven Boys Center, Allenstown, NH (2002-2005)**

**Residential Counselor**

- Implement behavior modification plans.
- Develop and nurture relationships with each of the residents.
- Organize and supervise recreational activities.
- Assistant physical education instructor.

**Boys & Girls Club of Manchester, Manchester, NH (1993-2005)**

**Area Supervisor, Camp Counselor**

- Supervise and participate in member activities.
- Plan, organize and implement member activities.
- Develop and nurture relationships with members.
- Main desk receptionist.
- Supervise Campers.
- Manage daily group attendance and head counts.
- Plan and implement large group activities.

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**Education:**

**Southern NH University, Manchester, NH (1998-2002)**  
**Bachelor of Arts Degree in Communications**

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**References available upon request**

## **Tara Gorski**

### **EDUCATION**

1990-1992    **Associates Mental Health/Human Services NHTI**

### **EMPLOYMENT**

2007-present    **Mental Health Worker II New Hampshire Hospital/NFI**

#### **Duties/Requirements:**

- Facilitated client improvements in the area of personal responsibility, social skills, community living and behaviors
- Participated in the planning and implementation of daily activities
- Scheduled all transportation of appointments for 40 clients
- Sound ability to keep sensitive information confidential
- Scheduled daily activities for direct care staff
- Strong knowledge of treatment modalities to include motivational interviewing, solution focused and IMR

2004-2007    **Para-Professional – John Stark Regional High School Alternative Program**

#### **Duties/Requirements:**

- Assessment of student behaviors,
- Assisted with interventions and documentation
- Assisted in implementing I.E.P.'s and goals, clerical duties,
- Completion of 30 day diagnostic data on new and at risk students
- Follow-up meetings with families and staff.

2000-2001    **Assistant House Manager – Crotched Mountain Rehabilitation Center**

- Weekend Manager for a teenage male populated group home.
- Overseeing that policies and procedures were implemented and enforced
- Provided proper documentation.
- Monitoring client behavior plans
- Assisted with house meetings and completing staff evaluations.

**1992-2000 Operations Sergeant - NH Dept. of Corrections – Secure Psychiatric**

**Duties/Requirements:**

- Responsible for ACA accreditation and maintenance of the unit
- Assisting with the writing and implementation of policies and procedures.
- I attended treatment team meetings and completed staff evaluations and client documentation
- maintained the safety of the clients, staff and unit.

References available upon request

# Brian Mark Reeves

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## SUMMARY OF QUALIFICATIONS:

I am a former Army Captain who possesses excellent written and verbal communication skills. I possess proven problem solving and multi-tasking skills, as well as, superb ability to prioritize and execute complex strategies. I'm well versed in interacting with and advising people from a wide range of backgrounds. I'm capable of assimilating new information and adapting to change quickly.

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## EDUCATION:

**Master of Science** Anticipated completion in November 2014  
*Organizational Leadership, Masters Cert. in Human Resources Management* Southern New Hampshire University

**Bachelor of Arts** September 2004  
*Political Science* University of New Hampshire

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## WORK EXPERIENCE:

**Assistant Manager** September 2012 - March 2014  
Radio Shack Nashua, NH

I ensured all company and store standards were achieved or exceeded during scheduled shifts. I developed and tracked employee sales goals and employee professional development. I addressed and resolved customer and employee grievances while increasing overall customer satisfaction and enhancing the store's reputation. I administered weekly high value item inventories and participated in daily sales conference calls.

- Exceeded monthly personal sales goals by an average of 10% to 15%.
- Handpicked by store manager for assistant manager position ahead of peers with more time in the company.
- Mentored subordinate employees to meet both company and personal goals.
- Completed all required employee training and assistant manager training ahead of schedule.
- Offered store management career track opportunity prior to departure. Position was respectfully declined as it did not coincide with my long-term career goals.

**Operations Officer** October 2009 - July 2012  
US Army Londonderry, NH

As the operations officer within the training and operations section of a 900 person Engineer Battalion, I synchronized, coordinated, and scheduled all the efforts of the staff sections with outside agencies. I conducted mission analysis via the Military Decision Making Process (MDMP) to develop the most effective course of action for each mission. I maintained oversight of and systematically tracked completion of all Battalion training exercises.

- Chosen by Battalion Commander to assume command of an underperforming company in order to determine the company's shortcomings and implement corrective actions prior to a rotation to the National Training Center in Fort Irwin, CA.
- Hand Selected by Commander to design and implement numerous training programs for subordinate leaders regarding mission planning and execution, as well as, managing the results of training exercises.
- Aggregated, managed and distributed the results of all training events for a 900 person organization.
- Selected to serve as Battalion Subject Matter Expert for the Digital Training Management System (DTMS).

**Brigade level Intelligence Officer**  
US Army

January 2007 - October 2009  
Fort Hood, TX / Baghdad, Iraq

As the Officer In Charge (OIC) for all surveillance and intelligence collection activity for a 3,500 person Brigade Combat Team (BCT), I revised and approved the intelligence collection plans of 5 subordinate Collection / Intelligence, Surveillance & Reconnaissance (ISR) Managers. I coordinated and scheduled all collection assets from higher headquarters and external Intelligence organizations.

- Personally selected by Brigade Commander to serve as Collections/ISR Manager for upcoming combat deployment.
- Reduced asset request turnaround time by 50% by establishing standardized intelligence request form and training subordinates on its use.
- Published weekly asset maximization Tactics, Techniques & Procedures (TTP).
- Authored daily, weekly and monthly reports on the results of the organizations intelligence collections efforts.
- Hand selected by senior leadership to design and implement several training programs focused on identifying and avoiding Improvised Explosive Devices (IED).

**Senior Military Transition Team Leader / Platoon Leader**  
US Army

August 2005 - January 2007  
Fort Hood, TX / Baghdad, Iraq

As the commander of a detachment responsible for training foreign national tank companies from basic training to fully mission capable status, I mentored and advised foreign national leadership on mission planning and execution. I evaluated overall company combat effectiveness and company readiness, as well as, certified foreign national companies for frontline combat duty.

- Specially selected by Battalion Commander to lead the Military Transition Team ahead of higher ranking peers.
- Trained two Host Nation security organizations to the fully mission capable level and facilitated their transition to autonomous operations four months ahead of schedule.
- Requested by sister organization Commander to lead combat patrols within his area of operations.
- Personal combat patrol tactics, techniques, and procedures were adopted as the Battalion Standard Operating Procedures while operating in hostile territory.

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**MILITARY SCHOOLS:**

Personnel Security e-Qip Training Courses  
Fort Hood Garrison Security Manager's Training Seminar  
Security Management Training Course  
Field Artillery Officer Basic Course

March 2007  
February 2007  
January 2007  
November 2004 - August 2005

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# Sharolyn Fortin

**Summary of Qualifications** Ability to communicate effectively with Clients, Parents, Management, and Staff, working as a team player or independently. Ability to assess, prioritize, and organize needs to satisfaction. Action-oriented, focused on solving immediate problems.

**Member** Member of Psi Chi, National Honor Society in Psychology

**Education** 2010 - 2013 Southern NH University Manchester, NH  
Bachelors Degree Psychology in Child and Adolescent Development  
Graduating Summa Cum Laude

2006 – 2010 NHCT Laconia Laconia, NH  
Associates Degree Computer Science with accent in Accounting

1985 – 1987 Laconia Vocational Laconia, NH  
Certificate in Business

**Employment** 2012 – 2015 Franklin School District Hill/Franklin, NH

**1:1 Aid/ Personal Care Assistant**

- One on one with special needs children from kindergarten to fifth grade. Preventing behaviors and teaching skills to students helping them follow the required curriculum. Responsible for all Medicare/Medicaid billing for the students.

2011 – 2012 Spaulding Youth Center Northfield, NH

**1:1 Aid**

- One on one with special needs children from ages 7 to 21. Following required curriculum, as well as preventing behaviors and teaching life skills. Implemented various procedures and teaching techniques for students with proven success by continuous training. Gained residential care experience being responsible for morning and sick bay routines. Responsible for all billing for various students.

2009 – 2011

C.O.R.E. Vocational Services, Inc.

Gilmanton IW, NH

**Vocational Trainer / 1:1 Aid**

- Worked with challenged children from age 12 to 21, in and out of a various schools and settings. Teaching life skills, as well as helping them complete high school, to gaining employment. Setting up tours, job shadowing and internships for the students based within the community. Coordinated staff and students to meet daily goals, ensuring they stayed to the planned out scheduling that I created.

2006 – 2007

ANM Corporation

Tilton, NH

**Administrative Assistant**

- Payroll, Accounts Payable, Accounts Receivable, employee benefits, all employee training, inspections, quality control, and customer service, receptionist, as well as covering all general office duties.

2006 – 2006

CLD Paving

Laconia, NH

**Administrative Assistant**

- Payroll, Accounts Payable, Accounts receivable, quoting, typing proposals, and customer service, receptionist as well as covering all general office duties.

**Functional  
Summary**

PBIS, PCM, Mandt, Autism and Behavioral training. Hipaa, Vocational Rehabilitation, There's an App for That, Blood Borne Paths, Job Coaching, Role Modeling, TACE Schooling, Transition, Systematic, Challenging Behaviors, Problem Solving, Research to Practice- Path from high school to career. Boot Camp with Theresa Willkomm, PH.D., and Everyday Solutions training. Bus training, including bus evacuation procedures, Smith System driving course, and Current bus driver's license held as well as certified in First Aid and CPR. Computer literate with multiple and various software applications, as well as extensive IPAD knowledge. Record keeping, Medicare/ Medicaid billing, successfully wrote and implemented new procedures and policies, as well as IEP writing experience. Excel at organizing, coordinating, and managing projects, completing proven creative problem solving to satisfied capabilities.

**WORK  
EXPERIENCE**

November 2014-Present *Comcast* Manchester, N

**Business Service Representative**

- Offered an integrated suite of Internet, phone, Ethernet and TV products and services that help small to medium-sized businesses grow and prosper.
- Handled a high volume of incoming calls while promoting and selling a customizable array of business related services
- Consulting with business customers on identifying core business challenges while aligning proper solution.
- Forecast and maintain pipeline and customer data in Salesforce.com CRM
- Manage multiple activities including software applications for research and documentation while interacting with customers

June 2014-October 2014 *Dead River Company* Manchester, N

**Program Support**

- Fuel Service Technician for oil and propane services Install and/or remove equipment
  - Assemble, disassemble, test and troubleshoot service equipment
  - Responsible for service reports and related documentation
  - Loading and unloading of material for repair operations
- Provide timely sales and service for existing customers
- Engage with customers in regards to optimization of energy consumption

September 2013-Present *Merrimack Fire Department* Merrimack, N

**Call Firefighter**

- Answer emergency situations quickly, assess conditions and act appropriately to contain fires, assist victims and prevent escalation.
- Minimizes fire damage by responding to alarms; driving and operating equipment; regulating water pressure; combating and extinguishing fires; rescuing and reviving people.
- Responds to callbacks, station coverage and all other duties per order of the company officer

June 2011-July 2012 *Department of Veterans Affairs* Manchester, N

**Program Support**

- Assists in the coordination of mental health care delivery systems and operations at the facility and outpatient clinics.
- Supports the coordination of various administrative requirements associated with budgetary and staffing issues.
- Evaluates organizational staffing and functional structures from the standpoint of enhancing the accomplishment of VA objectives and missions.
- Coordinates with various internal and external organizations to ensure that mental health programs are presented positively in community relation's activities.
- Exercises control over the MHS calendar by scheduling conferences, classes, and patient appointments

Sept 2008- January 2011 *Boys & Girls Club of Greater Nashua* Nashua, N

**Director of Teen Services**

- Facilitated the day-to-day operation of the Teen Center.

# Joshua Martin Ellison

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- Provided direct supervision to teens, volunteers and part-time staff.
- Served as a liaison with various community partners
- Direct budget responsibilities to authorize expenditures of agreed-upon budget program lines items as approved by Director of Operations.
- Planned and oversaw the administration of designated Club programs and activities that support Youth Development Outcomes

Sept 2004 - Aug 2008                      *United States Marine Corps*                      Camp Lejeune, N

## **Infantry Squad Leader**

- Subject matter expert on Military Operations and Urban Terrain (MOUT) warfare
- Successfully planned and carried out operations that lead to intelligence critical to mission success
- Responsible for identifying and capturing high value targets.
- Recipient of prestigious awards for professionalism and superior performance.
- Executed decentralized and independent operations.
- Led Marines in peacetime/combat operations; ensured compliance w/attention to deta

## **EDUCATION**

August 2014- Present                      **Granite State College**                      Concord, N  
Bachelor's Degree – Public Management                      \*Expected Graduation Fall 2016

December 2012–May 2014                      **Lakes Region Community College**                      Laconia, N  
Associates Degree- Fire Science

September 1999 – June 2001                      **Nashua High School**                      Nashua, N  
High School Diploma

## **SKILLS AND CERTIFICATIONS**

- Sworn Justice of the Peace for the State of New Hampshire
- Nationally Registered EMT
- ProBoard certified Firefighter 1
- Proboard certified Firefighter 2 (pending)
- Graduate of Boys and Girls Club of America's Advanced Leadership Program

## **AWARDS**

- NAVAL AND MARINE CORPS UNIT CITATION
- COMBAT ACTION RIBBON
- IRAQ CAMPAIGN MEDAL -3rd Award
- SEA SERVICE DEPLOYMENT RIBBON -2nd Award
- NATIONAL DEFENSE SERVICE MEDAL
- NAVY AND MARINE CORPS ACHIEVEMENT MEDAL
- PRESIDENTIAL UNIT CITATION

## **REFERENCES**

- *Available upon request*

## **Jimmy R. Migneault**

### **RELEVANT EXPERIENCE**

**NH Job Corps Center, Manchester, NH (March 2016 – present)**

***Career Transition Specialist*** – Work with individual students to transition them out of the program and into the workforce or further training/education. Help to secure housing and follow-up with graduates to support long-term success. Maintain active relationships with community organizations and businesses.

**NH Jobs for America's Graduates (NH-JAG), Manchester, NH (September 2015 – March 2016)**

***Job Developer*** – Provided direct support to students of the West High School Out-of-School program to improve employability skills and secure jobs in the community. Coordinated with potential employers to set-up job interviews for participants.

**Bishop Guertin High School, Nashua, NH (2007 – 2016)**

***Boys' Varsity Basketball Coach*** – Organize and run all practices. Coordinate off-season training programs. Monitor the academic progress of all players and work with parents and students re: college recruitment. Team won the 2011 State Division I championship.

**Goffstown High School, Goffstown, NH (September 2003 – January 2004)**

***Substitute Teacher*** - Covered classes for absent teachers, including distributing assignments and teaching various classes.

**Mountain View Middle School, Goffstown, NH (March – June 2003)**

***Interim Guidance Counselor*** - Counseled 7<sup>th</sup> Grade students in all academic areas, study skills and organization. Worked with students and parents on building their relationships. Conducted 504 Plans for students, and coordinated school events, including a Career Day with 15-20 speakers.

**Merrimack High School, Merrimack, NH (November 2000 – August 2002)**

***In-School Adjustment Teacher*** - Supervised students who were serving in-school suspensions. Managed students' work-flow and assignments, as well as counseled students on a daily basis. Served as Head Varsity Boys' Basketball Coach 1997 – 2002.

**Duval High School, Lanham, MD (September 1995 - August 1996)**

***Teacher/Case Manager*** - Served as a mentor for "at risk" students in the Maryland's Tomorrow/Success" program. Helped students study, aided in their supervision and worked out any disciplinary or scheduling problems. Also served as the school's Assistant Varsity and Head JV Boys' Basketball Coach for nine years.

### **EDUCATION and MILITARY HISTORY**

**University of Maryland, College Park MD (1983 - 1986)**

B.S. Business Management, Decision and Information Sciences Option

**Prince George's Community College, Largo MD (1981 - 1983)**

A.A. Business Management, Honors: Dean's List and Varsity Letter in Basketball

**United States Air Force, Honorable Discharge (1976 - 1980) Sergeant (E-4)**

Top Secret Clearance, **National Security Agency**, Fort Meade, MD

Honors: Air Force Longevity Service and Air Force Good Conduct Medals

## **OTHER RECENT EXPERIENCE**

**St. Mary's Bank, Manchester, NH (December 2004 – February 2014)**

***Electronic Delivery Specialist*** – Verified and maintained the accuracy and integrity of member information to ensure compliance with state and federal regulations. Monitored all ATM transactions, deposits and withdrawals and balanced all general ledgers pertaining to them. As a ***Sales and Service Representative*** – Established and maintained customer loan and deposit account relationships by phone, while providing financial solutions in order to assist the Credit Union in meeting its annual business plan goals.

# JW WILLIAMS

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## OBJECTIVE

Utilizing my recently earned degree and previous military experience, I aim to attain a position as part of a team assisting students to achieve positive outcomes per individual needs and plan.

## EDUCATION

*May 2013* **Rivier University**  
*Nashua, NH*  
*to Present 2015* *Master of Education in School Counseling(Candidate) – anticipated graduation May Present 2015*

Interested in assisting behaviorally challenged and at-risk youth.

- Currently shadowing elementary school guidance counselor
- Enriched research fundamentals through additional education

## RELATED COURSEWORK

- **Counseling:** Introduction to Counseling, Counseling Theory, Counseling Techniques, Group Counseling, Basic Human Interaction
- **School Services:** Intervention & Consultation in Schools
- **Child and Adolescent Development:** Abnormal Psychology
- **Career Development:** Fundamentals of Research

*Aug 2010* **Rivier University**  
*Nashua, NH*  
*to May 2013* *Bachelor of Arts in Human Development*

Merges elements of psychology and sociology to explore human behaviors and is a precursor for further counseling programs.

- Encouraged client empowerment to achieve self-management skills
- Enhanced active and empathic listening skills
- Internship at Fairgrounds Middle School's Emotionally Handicapped classroom

## WORK HISTORY

*Nov*    **Security Officer**  
*2007*   *St. Joseph Hospital*  
*to*      *Nashua, NH*

*Feb*  
*2014*   Responsibilities include writing reports of daily activities and irregularities. These may include equipment/property damage, theft, response to trauma/code activations, or unusual occurrences. Frequent collaboration with police and/or fire departments in cases of emergency, such as fire or presence of unauthorized persons. Utilizing Crisis Prevention Intervention training, manages challenging situations between staff and patients/family members to de-escalate potentially hostile occurrences. Duties include providing medical assistance with patient lifts and transports as well as monitoring and authorizing entry/departure of employees, visitors, and other persons to guard against theft and maintain a safe and secure environment.

- Preceptor for new department employees
- Rapidly adapts to ever changing facility needs and events
- 1:1 interactions with at-risk patients including those with substance abuse and suicidal concerns
- Active participant in staff meetings, offering research-based solutions to identified issues
- Developed new staff schedule to provide rotating weekends and fairness among staff

*Apr*     **Correctional Officer**  
*2004*   *Hillsborough County Department of Corrections*  
*to*      *Manchester, NH*

*Nov*  
*2007*   Duties included patrolling of assigned areas for evidence of forbidden activities, rule infractions, and aggressive behaviors. Responsible for reporting observations to superior officers. Provided written reports concerning incidences of inmate disturbances or injuries. Observed conduct and behavior of inmates to prevent disturbances and escapes. Inspected locks, window bars, grills, doors, and gates for tampering. Searched inmates and cells for contraband articles. Processed incoming inmates from local police departments.

- Followed the 3C's of law enforcement: Care, custody, and control of pre-trial and sentenced inmate population
- Hillsborough County Department of Corrections Candidate Award Winner
- Due to abilities to maintain crowd control and safe environment, was frequently assigned to maximum security unit
- Chosen to receive specialized training in the Booking and Receiving Department
- Established a positive rapport with staff as well as inmates

*Dec*     **E-5/Sergeant**

1998 *United States Marine Corps*  
to *Camp Pendleton, CA*

*Jul*

2003 Stationed with the Third Battalion, First Marine Division, Weapons Company. As Squad Leader, supervised multiple gun teams. Studied and proficient in multiple weapons systems and demolitions. Served three overseas deployments. Trained, led, and supervised more than two dozen marines through patrols and fire training missions. Meritoriously promoted from Private through Corporal and ended active duty as a Sergeant of Marines.

- As a Mortarman, enhanced communication skills and attention to detail, even under high pressure circumstances
- Adapted interpersonal skills to interact with various members of the unit including subordinates, peers, supervisors, and high ranking officials to accomplish tasks
- Corporals Leaders Course, Camp Pendleton, California
- Mortars Occupational School, Camp Pendleton, California
- MOUT(Military Operations in Urban Terrain), Camp Pendleton, California
- SERE(Survival Evasion Resistance Escape Course), Naval Air Station North Island, California
- Multiple weapons systems training: Including M252 81mm Mortar, M203 Grenade Launcher, M249 SAW (Squad Automatic Weapon), M9 Semiautomatic handgun, and other weapons and demolitions
- Marine Corp Martial Arts Program-Instructor, Camp Pendleton, California
- Non-Commissioned Officer of the Month July 2002, USMC, Camp Pendleton, CA

## **COMMUNITY SERVICE**

Wrestling Coach- Nashua Senior High School(North) and Pennichuck Middle School  
2003-present

- Program funded through Boys and Girls Club of Greater Nashua
- Sought out by school administrators for ability to engage at risk students into a positive activity

## **SOFTWARE/SYSTEM SKILLS**

Proficient in Microsoft Office applications to include Word and PowerPoint.

## **REFERENCES**

Available upon request

Holly L. Joseph

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#### Education

- |                |   |
|----------------|---|
| 2011 - present | Southern New Hampshire University, Manchester, NH - 12 earned credits<br>Transferred from Manchester Community College - 7 earned credits                                   |
| 2011 - 2012    | Manchester Community College, Manchester, NH<br>Boston Reed College Pharmacy Technician Certification Training Program<br>Completed 77 hours of training, Final Grade - 91% |
| 1998 - 2002    | West High School, Manchester, NH<br>Received Diploma  |

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#### Work History

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##### Premium Vending Incorporated, Londonderry, NH (September 2013 - present)

###### *Office Manager*

- Balance office budgets
- Calculate and send out monthly commission checks
- Maintain and replenish product inventory weekly
- Field repair calls and dispatch the appropriate driver

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##### Vestrooms Warehousing Services, Merrimack, NH (November, 2010 - August 2013)

###### *Receptionist, Shipping/Receiving*

- Receive, confirm and record all shipment for 17 companies
- Plan and schedule freight carriers for pick-up and delivery of shipments
- Coordinate with customers on shipping specifications/needs, and complete any other customer requests
- Verify information on bills of lading, invoices, orders, and other records
- Provide secretarial and administrative support in an effective and efficient manner

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##### Premium Vending Incorporated, Londonderry, NH (April, 2010 - November, 2010 June, 2006 - March, 2007)

###### *Money Counter*

- Operated money counting machine to sort, count and record daily cash and coin deposits from over 75 accounts
- Prepared and transported deposits to the bank

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##### MyTurn, Inc., Southern, NH (November, 2009 - April, 2010)

###### *Program Assistant*

- Served as administrative support to Career Specialists at 4 different sites in Southern NH
- Responsible for all clerical duties including filing and making copies
- Prepared curriculum and entered student notes into computer system

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##### Sylvan Learning Center, Bedford, NH (March, 2007 - November, 2009)

###### *Instructional Coordinator, Test Administrator*

- Greeted students at tutoring center, and provided tours of the facility to potential students and families
- Administered diagnostic tests to students and inputted scores to create student portfolios
- Updated student binder material after each session, assigned new lessons
- Prepared student conference material for the Educational Directors
- Direct support to the Instructors and Directors

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##### Administrative Resource Options, Manchester, NH (March, 2005 - May, 2006)

###### *Customer Service Representative*

- Part of a team that maintained thousands of data files for Riverstone Insurance Group, keeping all files current and accurate
- Delivered files to personnel
- Completed large copy and binding jobs
- Sorted and delivered em mail and packages/ posted and sent out pm mail and packages
- Served as backup Receptionist

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#### Additional Information & Skills

- Registered with the State of New Hampshire Board of Pharmacy - Registration No. PT8531
- 5+ years customer service experience
- Self starter who can effectively prioritize and execute tasks
- Maintains confidentiality and professionalism
- Knowledge of computers and electronics
- Knowledge of administrative and clerical procedures

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#### References

- Alexis McHenry Morton, Manager of Faculty Training, Southern NH University, (603)505-6949, a.morton@snhu.edu
- Don St.Pierre, Warehouse Operations Manager, Nationwide FF&E, (603) don@nationwideffs.com
- Tom Clougherty, Owner, Premium Vending, (603)568-5502
- Claire Shurtliff, Instructor, Sylvan Learning Center, (603)275-9535, cshurt@aol.com

## Erin Vance Foran

### Education

2003- 2007 Bachelor's Degree in Art Education from the University of Maine, Orono.

### Work Experience

Present Nanny; Teach and entertain two children ages 4 and 1.  
February 2015

January 2015 Great Bay Kids Company, Inc.; Assistant Director.  
March 2011 Major Responsibilities: Creating a functional staff schedule for over 60 staff members, managing time off requests and the staff calendar, keeping children's physical and immunization records up to date, processing new enrollment paperwork, filling in when needed in classrooms ages 6 weeks to 6 years old.

March 2011 Great Bay Kids Company, Inc.; School Age Site Director.  
September 2007 Major Responsibilities: Creating and completing activities; including art projects for the annual art show open to the public, responsible for up to 40 children and 4 employees, completing and filing paperwork following licensing regulations, active member of Safety Committee, make inventory of materials used and place orders.

September 2007 Living Innovations.  
May 2006 Major Responsibilities: Working with clients one on one improving their life skills; Helping around the office completing tasks; filing, making copies, organizing events, answering phones, greeting clients.

May 2006 University of Maine English Department; Student  
September 2003 Administrative Assistant.

Major Responsibilities: Distributing mail, making copies, establishing and maintaining a library, creating updated phone lists, etc.

## References

Personal Reference  
Former Supervisor for  
Great Bay Kids' Company

Cathy DeWees

Personal Reference  
Former Superior for  
Great Bay Kids' Company

Wendy Monroe