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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

March 24, 2021

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) to enter into a contract with America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN) (VC#166581), Manchester, NH in the amount of $4,179,000.00 for the provision of Workforce Innovation and Opportunity Act (WIOA) Title I Youth Program services, with the option to renew for one additional year, effective July 1, 2021 through June 30, 2024 upon Governor and Council approval. **100% Federal Funds.**

Funds are anticipated to be available in Fiscal Years 2022, 2023, and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.

03-22-22-220510-14530000, Office of Workforce Opportunity

State FY	Class-Account	Class Title	Amount
2022	102-500731	Contracts for Program Services	$1,393,000.00
2023	102-500731	Contracts for Program Services	$1,393,000.00
2024	102-500731	Contracts for Program Services	$1,393,000.00
		Total:	**$4,179,000.00**

EXPLANATION

This contract between NH BEA/OWO and MY TURN for the delivery of WIOA Youth Program services is in response to the Requests for Proposal #DBEA 2021-01 for the WIOA In-School Youth Program, and # DBEA 2021-02 for the WIOA Out-of-School Youth Program for regions 1.A North Country, 1.B Seacoast, 1.C Hillsborough and 1.D West Central, released on December 11, 2020 (See Attachment A for RFP process details).

Sites funded for MY TURN are:

Site	Program
Franklin High School	In-School Youth
Nashua High School – North & South	In-School Youth
Nashua	Out-of-School Youth
Manchester	Out-of-School Youth
Lakes Region (Franklin)	Out-of-School Youth
Greater Rochester	Out-of-School Youth

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

BEA/OWO is the state grant recipient for WIOA Title I Federal Funds awarded by the US Department of Labor (DOL) – Employment and Training Administration (ETA). The above RFPs were issued on behalf of the State Workforce Innovation Board (SWIB), which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds, for the provision of WIOA Youth service delivery for eligible youth, ages 14-24, who face barriers to education, training, and employment.

WIOA Youth provides resources to deliver a comprehensive array of services that focus on assisting out-of-school youth (OSY) and in-school youth (ISY), with one or more barriers to employment, prepare for post-secondary education and employment opportunities, attain educational and/or skills training credentials, and secure employment with career/promotional opportunities. Out-of-school youth are a priority under WIOA requiring a minimum of 75% of program funds be spent on OSY services. Additionally, WIOA requires that no less than 20% of Youth program funds be spent on Work Experience, including paid work-based learning experiences.

In executing its responsibilities for WIOA Youth funds, the SWIB through BEA/OWO designates specific operational and fiscal responsibilities for WIOA funds to MY TURN through this agreement. As a condition of this agreement, MY TURN assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this agreement for the purpose of delivering services to WIOA eligible participants, and agrees to carry out these duties consistent with all the conditions and terms of this agreement, and all applicable Federal and State laws, regulations, and requirements.

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

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

Taylor Caswell,
Commissioner

ATTACHMENT A

1) On December 11, 2020, BEA/OWO issued Request for Proposals (RFP) for WIOA Youth services on behalf of the State Workforce Investment and Opportunity Board.

   - In-School Youth: (RFP #WIOA-YOUTH ISY-12-11-2020) The purpose of this RFP was to identify and select qualified sub-recipients for the delivery of In-School Youth services to individuals age 14-21 that meet eligibility guidelines under the Workforce Innovation and Opportunity Act (Public Law No: 113-128 (WIOA)). The SWIB in collaboration with BEA have determined that for program years 2021-2023, the primary focus of the In-School Youth RFP is to provide workforce development services to WIOA eligible in-school youth that meet WIOA eligibility requirements. The selected provider(s) shall enter into a sub-recipient agreement for services with BEA or another state agency to be determined. The selected sub-recipients will enroll a determined number of participants annually and coordinate with BEA and its education and workforce partners to minimize duplication and promote seamless integrated service delivery aligned with the goals and service strategies outlined in the State WIOA Combined Plan for 2020 - 2023.
   - Out-of-School Youth: (RFP #WIOA Youth OSY 1.A North Country, 1.B Seacoast, 1.C Hillsborough and 1.D West Central – 12/11/2020). The SWIB in collaboration with BEA have determined that for program years 2021-2023, the primary focus of the Out-of-School Youth RFP is to provide workforce development services to WIOA eligible out-of-school youth that meet WIOA eligibility requirements. The selected provider(s) shall enter into a sub-recipient agreement for services with BEA or another state agency to be determined. The selected sub-recipients will enroll a determined number of participants annually and coordinate with BEA and its partners to minimize duplication and promote seamless integrated service delivery aligned with the goals and service strategies outlined in the State WIOA Combined Plan for 2020 - 2023.

2) The RFP was posted on the NH Works website, the NH Department of Education website, and the state procurement website.

3) The RFP explained the evaluation process in detail. Reviewers used scoring based on the program elements listed in the scoring chart below to rank respondents, with a maximum score 600 points. Specific reviewers were asked to assess applicants' proposals in the following areas:

Proposed Criteria in Request for Proposal

	Out-of-School Youth	In-School Youth
1. Proposal Cover Sheet	Pass/Fail	Pass/Fail
2. Table of Contents	Pass/Fail	Pass/Fail
	600 Point Total	**600 Point Total**
3. Proposal Narrative • Program Description • General Program Operations • Elements • Academic Opportunities • Career Pathways/Development and Employment Opportunities • Outcomes	 50 Points Total 200 Points Total 100 Points Total 50 Points Total 100 Points Total 50 Points Total	 50 Points Total 200 Points Total 100 Points Total 50 Points Total 100 Points Total 50 Points Total
4. Proposal Budget A. Budget Narrative B. Budget Worksheet	50 Points Total	50 Points Total
5. Staff Job Descriptions	Pass/Fail	Pass/Fail
6. State Assurances and Certification	Pass/Fail	Pass/Fail

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7. WIOA Assurances and Certification	Pass/Fail	Pass/Fail
8. Miscellaneous	Optional	Optional

4) The following committee members from the State Workforce Innovation and Opportunity Board and staff from BEA's Office of Workforce Opportunity reviewed all proposals.

- Ms. Kelly Clark – Regional Director, AARP New Hampshire, SWIB Board Member
- Mr. Dave Cioffi – Former Small Business Owner, SWIB Board Member
- Mr. Joseph Doiron – Director, Office of Workforce Opportunity, BEA
- Ms. Lisa Gerrard – Administrator, Office of Workforce Opportunity, BEA

Mr. Doiron and Ms. Gerrard served as staff members for the review.

5) There were two organizations that responded to the Request for Proposals:
   - NH-JAG (a current subrecipient) and
   - My-Turn, Inc. (a current subrecipient)

6) The Workforce Innovation and Opportunity Act requires that a minimum of 75% of its youth funds be spent on out-of-school youth. Based on estimated funding for PY21, the Office of Workforce Opportunity requested proposals that distributed the out-of-school youth funds according to a geographic distribution as follows:

In-School Youth: $408,000

Out-of-School Youth:

North Country – Belknap, Carroll, Coos and Grafton	$323,000
Seacoast – Rockingham and Strafford	$258,400
Hillsborough	$387,600
West Central – Cheshire, Merrimack and Sullivan	$323,000
Total	$1,292,000

7) The RFP review panel reviewed and scored each proposal for compliance with the RFP process. The review panel is recommending the following awards based on the final scores outlined, based on available funds, as described below contingent upon both SWIB and Governor and Council approval.

Youth RFP Score Results

ISY/OSY	Proposer	Region/Location	Average Score	Rank	Funded
ISY	NH-JAG	Manchester Memorial High School	545.75	1	Yes
ISY	MY TURN	Nashua High School North and South	536.00	2	Yes
ISY	MY TURN	Franklin High School	534.75	3	Yes
ISY	MY TURN	Manchester Central High School	533.75	4	No
OSY	NH-JAG	North Country (Berlin & Laconia)	546.75	1	Yes
OSY	MY TURN	North Country (Littleton)	512.00	2	No

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OSY	MY TURN	Seacoast (Rochester)	538.75	1	Yes
OSY	MY TURN	Hillsborough (Manchester & Nashua)	526.75	1	Yes & Yes
OSY	NH-JAG	West Central (Keene & Concord)	545.00	1	Yes & Yes
OSY	MY TURN	West Central (Franklin & Peterborough)	527.50	2	Yes & No

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ATTACHMENT B

Contract Language for Use in New or Renewed Contracts

The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

1) The services required to be performed under the terms of this Agreement as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

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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. d/b/a MY TURN		1.4 Contractor Address 340 Granite Street, Suite 1, Manchester, NH 03102	
1.5 Contractor Phone Number (603) 321-3416	1.6 Account Number 03-22-22-220510-14530000-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation $4,179,000.00
1.9 Contracting Officer for State Agency Joseph Doiron, Director, Office of Workforce Opportunity		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature Date: 3/12/21		1.12 Name and Title of Contractor Signatory Allison Joseph, Executive Director	
1.13 State Agency Signature Date: 3/15/2021		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner, 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: */s/ Stacie M. Moeser* On: *March 20, 2021*			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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.

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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

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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.

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EXHIBIT A

SPECIAL PROVISIONS

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of America's Youth Teenage Unemployment Reduction Network, Inc. (MY TURN) under this Agreement as that of a "Subrecipient" of federal funds (versus a contractor). Therefore, applicable OMB guidelines governing the role of a subrecipient shall be applied to MY TURN through this Agreement.

Business and Economic Affairs, a department within New Hampshire State government describes the legal document used to implement this service Agreement a "contract" for services. Therefore, all State contract rules and procedures shall be applied to MY TURN through this Agreement.

As a condition of this contract agreement, MY TURN (herein after referred to as "the Subrecipient") covenants and agrees that all funds received by the Subrecipient under this Agreement shall be used only as payment to the Subrecipient for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Subrecipient hereby covenants and agrees to:

1. **Compliance with Federal and State Laws**: Eligibility determination for Workforce Innovation and Opportunity Act (WIOA) Youth shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made in the Job Match Case Management System or as prescribed by the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) or at such times as are prescribed by the WIOA or its successor regulations.

3. **Documentation:** The Subrecipient shall maintain an electronic case management data file on each recipient of services within the Job Match Case Management System hereunder, which file shall include all information necessary to support an eligibility determination, individual service strategies, delivery of services, placement, and outcomes at a minimum, and such other information as the BEA/OWO requests.

4. **Grievance Procedures/Customer Complaints/Equal Opportunity:** The Subrecipient understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Subrecipient hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.

   (a) The Subrecipient shall ensure that all applicants for WIOA Youth funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's Job Match System Case Management File.

   (b) The Subrecipient shall ensure that all personnel funded with WIOA Youth funds are trained in the grievance policy and procedure applicable for the funding source supporting this Agreement.

   (c) The Subrecipient shall ensure that all personnel funded with WIOA Youth funds are trained in the Equal Opportunity (EO) law, policy and procedure applicable for the funding source supporting this Agreement, and that refresher training is provided annually.

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(d) The Subrecipient shall ensure that the BEA/OWO EO Officer is informed immediately of any formal grievance filed by a· program applicant or participant.

(e) The Subrecipient shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.

5. **Gratuities or Kickbacks:** The Subrecipient agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Subrecipient, any sub-contractor or subrecipient of the Subrecipient or the State in order to influence the performance of the Scope of Services detailed in Exhibit B of this Agreement. The State may terminate this Agreement and any sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Subrecipient, or sub-contractor or subrecipient of the Subrecipient.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Subrecipient for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Agreement. No payments shall be made for expenses incurred by the Subrecipient for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Maintenance of Records:** In addition to the participant records specified above, the Subrecipient covenants and agree to maintain the following records during the Agreement period:

(a) Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Subrecipient in the performance of the Agreement, and all income received or collected by the Subrecipient during the Agreement period, are to be maintained in accordance with accounting procedures and practices which sufficiently and property reflect all such costs and expenses, and which are acceptable to BEA/OWO, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as ·purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by BEA/OWO

(b) Statistical Records: Statistical enrollment, attendance or visit records for each recipient of services during the Agreement period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to BEA/OWO to obtain payment for such services.

8. **Audit**: the Subrecipient shall submit a copy of their annual audit report to BEA/OWO within 60 days after receiving the final and approved report from the auditor. The report must be prepared in accordance with the provision of Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200 Subpart F "Audit Requirements" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

(a) Audit and Review: During the term of this Agreement and the period for retention hereunder, BEA/OWO, the United States Department of Labor, and any of their designated representatives shall

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have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

(b) Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed that the Subrecipient shall be held liable for any state or federal audit exceptions and shall return to BEA/OWO, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

9. **Confidentiality of Records**: the Subrecipient agrees to maintain the confidentiality of any information regarding participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source in accordance with the Personal Identifier Information policy and procedure. Without the permission of the WIOA Youth 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 the Agreement:

(a) The Subrecipient is responsible for taking reasonable steps to ensure the physical security of such data under its control.

(b) The Subrecipient is responsible for ensuring each of its employees, vendors or subrecipients being involved with personal data or other confidential information are informed in the laws and regulations relating to confidentiality.

(c) Each employee funded through this Agreement shall be required to sign a confidentiality statement provided by the Subrecipient and kept on file.

10. **Programmatic and Fiscal Reports**: The Subrecipient agrees to submit the following reports at the following times if requested by the BEA/OWO:

(a) Monthly programmatic reports are due to OWO by the 10th of the following month that provides updates on prior month's new enrollment in comparison to goals, services provided, participant success stories, performance updates, any additional employment and training funds that have been obtained to serve WIOA Youth participants, and any issues of concern.

(b) Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement:

(c) "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Business and Economic Affairs, with funds provided by the United States Department of Labor."

11. **Mandated Data Entry Systems:** That the Subrecipient will be legally obligated to enter program-reporting data required by BEA/OWO and/or the US Department of Labor, relating to all participants served during the Agreement period in the case management system mandated by BEA/OWO. (e.g., Job Match System). The Subrecipient shall be responsible for keeping participant's files up-to-date, and timely enough to meet quarterly reporting deadline requirements.

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12. **Disallowed Costs**: The Subrecipient will be solely responsible for paying BEA/OWO any and all disallowed costs associated with the misappropriation of federal funds and/or costs expended on participants who were erroneous determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.

13. **Veterans' Priority Provisions:** MY TURN agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.

14. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, MY TURN agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

15. **Salary and Bonus Limitations:**

    (a) No funds available under this Agreement may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at *https://www.opm.gov/.*

    (b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the WIOA Youth funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Youth grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under WIOA Youth.

    (c) The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.

    (d) When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by Title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.

16. **Intellectual Property Rights:** 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.

    iii) Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which is limited to the developer/seller costs of copying and shipping. If revenues are generated through

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selling products developed with Agreement funds, including intellectual property, these revenues are program income. Program Income is added to the Agreement and must be expended for allowable Agreement activities.

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

    "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, express 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. The institution that created it copyrights this product. 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."

18. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR §401-2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

19. **Requirement to Provide Certain Information in Public Communications "Stevens Amendment"** (Public Law 116-94, Division A, Title V, Section 505): Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

    i. The percentage of the total costs of the program or project which will be financed with Federal money;
    ii. The dollar amount of Federal funds for the project or program; and
    iii. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

    The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

20. **Certification Regarding Debarment and Suspension:** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) 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 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "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.

    (a) The Subrecipient shall certify by signature to this agreement that to the best of their knowledge, neither the Subrecipient nor any of its principals:

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i. are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
ii. have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
iii. are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
iv. have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.

21. **Compliance with the Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of $150.000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. **Compliance with Procurement of recovered materials**: The Subrecipient shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section. 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014).

23. **Breach of Contract:** Contracts and sub-awards for more than the Simplified Acquisition Threshold currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors/subrecipients violate or breach contract terms. The Subrecipient agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.

24. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity. In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P-37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. For supplies, the Subrecipient shall be compensated in accordance with its auditable costs to point or notification of termination. For services, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.

25. **Equal Employment Opportunity.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply

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with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color arid national origin;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

(e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

(f) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.

(g) The Subrecipient shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

26. During the performance of this Agreement, the Subrecipient agrees as follows:

(a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

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disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, ·in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the awarding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Subrecipient will include the provisions of paragraphs (1) through (8) in every sub award or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub awardee or vendor. The Subrecipient will take such action with respect to any sub-award or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided,* however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub awardee or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**: The Subrecipient shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors/subrecipients must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors/subrecipients must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the

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Department of Labor in each solicitation. The decision to award a contract or sub award must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts or sub awards must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

28. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708): The Subrecipient shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts and sub awards awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor/subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors/Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

30. **Prohibition on certain telecommunications and video surveillance services or equipment**: The Subrecipient agrees to comply with Public Law 115-232, section 889 regarding the prohibition on certain telecommunications and video surveillance services or equipment and agrees to not use any covered equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (See 2 CFR § 200.216).

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STANDARD EXHIBIT B

SCOPE OF SERVICES

Agreement Period: **July 1, 2021 - June 30, 2024**

Subrecipient: **America's Youth Teenage Unemployment Reduction Network, Inc. d//b/a MY TURN**

SCOPE OF SERVICES

This cost reimbursement Agreement for services between MY TURN and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2021 and terminating on June 30, 2024, with an option to renew the Agreement for up to one additional year, as needed and approved by the Governor and Executive Council.

Total payments under this Agreement shall not exceed $4,179,000.00 as reflected below and shall be expended consistent with an approved line item budget, which shall be negotiated annually with BEA/OWO. Line item budgets shall tie established upon receipt of grant funds from USDOL, for each program year covered under this Agreement.

Estimated Budget: Limitation on Price/Payment	
ISY Admin	$ 75,000.00
ISY Program	$ 823,000.00
OSY Admin	$ 271,000.00
OSY Program	$ 3,010,000.00
Total	$ 4,179,000.00

Funds authorized under this Agreement are for the sole purpose of implementing WIOA Youth services and shall not be used for any purpose other than those activities identified in the Statement of Work outlined in RFPs #DBEA 2021-01 for the WIOA In-School Youth Program, and #DBEA 2021-02 for the WIOA Out-of-School Youth Program for regions 1.A North Country, 1.B Seacoast, 1.C Hillsborough and 1.D West Central, released 12/11/2020 – and/or in accordance with US DOL WIOA Youth program rules and regulations.

As a condition of this Agreement, MY TURN assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this Agreement for the purpose of delivering services to WIOA Youth eligible participants, and agrees to carry out these duties consistent with the conditions and terms of this Agreement, as well as all applicable federal and state laws, regulations and requirements. This includes maintaining appropriate and adequate internal controls as required by 2 CFR 200.302, 200.303 and 200.400.

In addition, by signing this Agreement MY TURN acknowledges the substantial operational level oversight retained by the OWO under this Agreement for the duration of the Agreement performance period.

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MY TURN shall operate WIOA Youth programs at agreed upon sites consistent with the policy and procedures approved by BEA, and/or the US Department of Labor and the terms and conditions as specified in RFPs #DBEA 2021-01 for the WIOA In-School Youth Program, and #DBEA 2021-02 for the WIOA Out-of-School Youth Program for regions 1.A North Country, 1B Seacoast, 1.C Hillsborough and 1.3 West Central, released 12/11/2020 – (henceforth known as the RFP), incorporated by reference into this Agreement.

Deliverables

1. MY TURN will be responsible for all deliverables specified in the RFP and all deliverables shall be implemented consistent with the process and procedures outlined in the proposal submitted by MY TURN in response to the RFP, all of which are incorporated by reference into this Agreement.

2. Enrollment goals are as follows for each site. The numbers reflect new participants per program year:

In-School Youth	Nashua North and South High School	35
	Franklin High School	35
Out-of-School Youth	Rochester	40
	Nashua	50
	Manchester	30
	Franklin	26
Total		216

3. WIOA Youth Program Performance Goals are established by USDOL on an annual basis. MY TURN will be responsible for achieving performance measures. For the purpose of this Agreement, achieving a goal shall be defined as no less than 80% of any measure. The measures are applied to all participants exited during the program year, and shall be determined to have been met or not met based on the final year-end performance report. Performance goals will be assigned to MY TURN annually for each of the program years covered under this Agreement.

WIOA Performance Measures	**New Hampshire Final Negotiated Goals**	
	PY 21	**PY 22 & PY 23**
WIOA Youth		
Employment (Second Quarter after Exit)	68.0%	To be determined
Employment (Fourth Quarter after Exit)	63.0%	To be determined
Median Earnings	$4,422.00	To be determined
Credential Attainment Rate	62.0%	To be determined
Measurable Skill Gains	61.0%	To be determined

4. Staffing Requirements – MY TURN will maintain a staffing level adequate to effectively manage the WIOA Youth sites consistent with the requirements outlined in the RFP. MY TURN shall submit for

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approval a staffing plan to the OWO Administrator no later than the first day of July for each program year covered in this Agreement.

5. Reporting Requirements – Monthly programmatic reports are due to OWO by the 10th of the following month that provides updates on prior month's new enrollment in comparison to goals, services provided, participant success stories, performance updates, any additional employment and training funds that have been obtained to serve WIOA Youth participants, and any issues of concern.

Programmatic

a. Timely and accurate data entry in the Job Match System (JMS) case management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
b. Subrecipients will be required to use JMS tracking and performance report modules to manage system performance on the local level.
c. Attainment of Enrollment Goals: The expectation is that all students will have a full year (12 months) of services during this contract per program year. New contractors will have six months from date of Governor and Council approval to meet their PY21 enrollment goals. All contractors will be subject to renegotiation of the contract award amount if the new enrollment goal has not been met annually.
d. A written year-end program, fiscal, and performance report by no later than the last day of July following the program year-end date.
e. Corrective action reports as deemed necessary.
f. A minimum of one participant success story monthly.
g. Ad-hoc reports requested by BEA as deemed necessary.

Financial

a. Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.
b. WIOA does not require the use of accrual accounting; however, accrual reporting is required by the US Department of Labor and therefore accruals must be included on all invoices for reimbursement.
c. The Subrecipient shall use the invoice format provided by BEA.
d. The Subrecipient shall maintain sufficient documentation on file in their offices to support invoices, and make such documentation available for review by authorized BEA staff and/or its auditors. The Subrecipient will be required to attach detailed documentation to support invoice costs.
e. Reporting Administration Costs separate from Program Costs consistent with federal cash management policies and procedures.
f. Program income reports (if applicable) are to be submitted with the invoice following the end of the most recent quarter in which the program income was earned and any year-end program income reports are to be submitted no later than July 31.
g. Year-end Match reports (if any) are to be submitted no later than July 31 of each year.

Property Management

a. The contractor must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of $250 or more, which is purchased or leased with grant funds, and in accordance with 2 CFR 200.313.

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b. The contractor will be required to submit to BEA a complete property inventory report that identifies all property (defined as a unit cost of $250 or more) and equipment (defined as a unit cost of $5,000 or more) at the end of each program year.

BEA reserves the right to adjust reporting requirements, upon mutual agreement with the contractor, if such adjustments are deemed necessary to meet program objectives.

6. System management requirements and reporting, the MY TURN shall:

1) Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.
2) Maintain participant files in the Job Match electronic case management system as it complies with rules and regulations, and BEA procedures and policies.
3) Utilize the JMS system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all Youth customer information is entered into the JMS system within a specified period in accordance with BEA policy and procedures.
4) Notify BEA in writing of any JMS case management system problems, or any other system management issues that may interfere with the contractor's ability to monitor and/or report on local performance in a timely manner.
5) Comply with all established reporting requirements, ensuring accurate and timely submissions.
6) System Requirements – MY TURN shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System.
7) Data accuracy is critical to the success of the program. The information provided is utilized to gain program funding and to support the need for services. Data validation is required annually and reported to the US Dept. of Labor. MY TURN shall conduct data validation per BEA-OWO policy on a quarterly basis for those clients whose follow-up ended the previous quarter. The data validation worksheet is to be included in the JMS file for the respective client. This is a process for matching the evidence of services to the entries into the participant data system. If there is a high error rate for reporting data, the state as a whole will lose the funds, which provide substantial services to the residents of New Hampshire.

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EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

Agreement Period: **July 1, 2021 - June 30, 2024**

Subrecipient: **America's Youth Teenage Unemployment Reduction Network, Inc. d//b/a MY TURN**

PAYMENT/ FINANCIAL/ BUDGET

1. This Agreement is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) **# 17.259** for the purpose of the delivery of **WIOA Youth Services** to eligible youth residents of New Hampshire. **100% Federal Funds.**

2. Subject to MY TURN's compliance with the terms and conditions of this Agreement, and for services provided consistent with the Scope of Services as outlined in Exhibit B and the RFP, BEA/OWO shall reimburse MY TURN up to a maximum total payment of $4,179,000.00.

3. Payments for services under this Agreement are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period.

4. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.

5. Expenditures shall be in accordance with the approved line-item budget negotiated between MY TURN and BEA/OWO. MY TURN may amend the budget through line item increases, decreases or the creation of new line items only with prior written approval from BEA/OWO. Adjusted budgets shall not exceed the overall funding granted for each program year and shall not exceed the approved administration cost for each program year.

6. 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 10th day of the month following service provision (if the 10th 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.

7. 29 CFR 95.22 will be followed for advance payment practices. MY TURN agrees that all financial reports/invoices shall at a minimum be itemized by in-school and out-of-school administrative and program costs.

8. MY TURN has never received a negotiated indirect cost rate and, pursuant to the exceptions noted at 2 CFR 200.414 in the Cost Principles of the Uniform Guidance is eligible to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition of MTDC) which may be used indefinitely, if elected to do so. This methodology must be used consistently for all Federal awards until

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MY TURN chooses to negotiate for an indirect cost rate, which they may apply to do at any time. (See 2 CFR 200.414 for more information on use of the de minimis rate and Appendix IV to Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.)

9. At a minimum, all invoices shall identify the CFDA number (i.e., funding source), the BEA/OWO assigned Agreement number and the expense/invoice period.

10. An authorized representative of the contractor must sign request(s) for payment.
11. Payments may be withheld pending receipt of required deliverables as defined in Exhibit B of this contract.

12. A final annual payment request shall be submitted no later than forty-five (45) days from June 30th for each program year. Failure to submit a complete, accurate and timely final invoice by this date could result in non-payment.

13. Request(s) for payment for services performed shall be payable to MY TURN in accordance with the State of NH's 30-day statutory payment schedule.

Invoices shall be sent to:	Laura.A.LeCain@livefree.nh.gov Office of Workforce Opportunity 100 N. Main Street. Concord, NH 03301
Payment shall be made to:	MY TURN 340 Granite St Suite 1 Manchester, NH 03102 Attention: Fiscal Administrator

14. MY TURN must have written authorization from BEA OWO prior to using Agreement 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 Agreement for review upon request.

15. A physical annual inventory of WIOA purchased property and equipment will be conducted and submitted to BEA/OWO following the end of every program year.

16. MY TURN shall maintain sufficient documentation on file in their offices to support invoice, funds, and make such documentation available for review by authorized BEA/OWO staff and/or its auditors.

17. MY TURN shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds budgeted annually unless otherwise agreed to in writing by BEA/OWO.

18. BEA/OWO 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 BEA OWO and/or the State of New Hampshire.

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19. MY TURN shall adhere to all fiscal management policies and procedures stipulated in the body of this Agreement, and all other applicable WIOA, federal, State and BEA/OWO cash management regulations and policies, including the USDOL requirement for accrual reporting.

20. MY TURN is solely responsible for paying to BEA/OWO 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 Youth services. Disallowed costs may not be paid with federal funds, regardless of the funding source.

21. BEA/OWO reserves the right to increase and/or decrease Agreement funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.

22. MY TURN's use of funds in this Agreement must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.

23. MY TURN is prohibited from using federal funds awarded under this Agreement 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. MY TURN must review any proposed costs outside of the approved line item budget with BEA/OWO for final approval.

24. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 list the required One-Stop partners; of which include, but are not limited to:

    US Department of Labor required programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; Youth Build; Native American programs; National Farmworker Jobs Program (NFJP); Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29.U.S.C. 49 et seq.), as amended by WIOA title III; Senior Community Service Employment Program (SCSEP) authorized under Title V of the Older Americans Act of 1965; Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; Unemployment Compensation (UC) programs; Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

    One-Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

25. Notwithstanding anything to the contrary herein, the Subrecipient agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions, of this agreement.

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EXHIBIT D

CERTIFICATION REGARDING LOBBYING

The Subrecipient identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF LABOR - CONTRACTORS

Programs (indicate applicable program covered):

Title IB Workforce Innovation and Opportunity Act (WIOA) Programs

Agreement Period: July 1, 2021 through June 30, 2024

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Allison Joseph, Executive Director

(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 3/12/21

(Subrecipient Name) (Date)

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EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Subrecipient identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Business and Economic Affairs (BEA) .determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when BEA determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BEA may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to B E A to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by BEA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

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a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, BEA may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
   d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Allison Joseph, Executive Director
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 3/12/21
(Subrecipient Name) (Date)

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EXHIBIT F

CERTIFICATION REGARDING COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973, as AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990

The Subrecipient identified in Section 1.3 of the General Provisions agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

The Subrecipient hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and American's with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable regulations (45 CFR Part 84) and guidelines and interpretations issued pursuant thereto.

Pursuant to subsection 84.5(a) of the regulations (45 CFR 84.5(a)), the Subrecipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by BEA/OWO after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Subrecipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Subrecipient, its successors, transferees, and assignees, and the person or person whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by BEA/OWO or, where the assistance is in the form of real property. For the period provided for in subsection 84.5(b) of the regulation (45CRF 84.5(b)).

Allison Joseph, Executive Director

(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 3/12/21

(Subrecipient Name) (Date)

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EXHIBIT G

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT BUSINESS ASSOCIATE AGREEMENT

The Subrecipient identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Subrecipient that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   i. For the proper management and administration of the Business Associate;
   ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
   iii. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such

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additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate**.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) b and (3) k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an

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accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit G. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit G, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

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b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit G or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit G are declared severable.

f. Survival. Provisions in this Exhibit G regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit G.

NH Department of Business and Economic Affairs	America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN
The State Agency Name	**Contractor Name**
Signature of Authorized Representative	**Signature of Authorized Representative**
Taylor Caswell, Commissioner, BEA	Allison Joseph, Executive Director
Name of Authorized Representative	Name of Authorized Representative
3/15/2021	3/12/21
Date	Date

MY TURN Initials

Date 3/12/21

EXHIBIT H

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Resources and Economic Development (DRED) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and
    b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the General Provisions agrees to comply with the provisions of
The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to the NH Department of Business and Economic Affairs and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act

Allison Joseph, Executive Director
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 3/12/21
(Subrecipient Name) (Date)

MY TURN Initials

Date 3/12/21

FORM A

As the Contractor/Subrecipient identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 361 859523

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; **and** (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

   YES _____ NO X

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   YES _____ NO _____

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name:	Amount:
Name	Amount:
Name	Amount:
Name	Amount:
Name	Amount:

MY TURN Initials

Date 3/12/21

EXHIBIT I

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Subrecipient identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions executes the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF LABOR - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to: NH Department of Business and Economic Affairs, Office of Workforce Opportunity, 100 North Main Street, Suite 100, Concord, NH 03301.

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice

MY TURN Initials

Date 3/12/21

under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance: **Various locations throughout the State; 340 Granite St Ste. 1, Manchester, NH**

Period Covered by this Certification: **From: July 1, 2021 To: June 30, 2024**

Subrecipient Name: **America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN**

Name & Title of Authorized Subrecipient Representative: **Allison Joseph, Executive Director**

Subrecipient Representative Signature: _____ Date: 3/12/21

MY TURN Initials _____

Date 3/12/21

EXHIBIT J

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentially of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO), including agencies under agreement with BEA/OWO, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past participant in any US Department of Labor funded program administered by BEA/OWO is considered confidential information. Information about a client may be shared among staff of BEA/OWO (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services.

No information is to be shared outside of BEA/OWO (or the subrecipient) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

The Subrecipient and BEA/OWO shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

The Subrecipient agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with Workforce Innovation and Opportunity Act (WIOA) funds.

Allison Joseph, Executive Director
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 3/12/21
(Subrecipient Name) (Date)

MY TURN Initials

Date 3/12/21

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.

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).

PRODUCER
Marsh & McLennan Agency LLC - New England
100 Front St, Ste 800
Worcester MA 01608

CONTACT NAME: Kyle Morrissey
PHONE (A/C, No, Ext): 888-850-9400 FAX (A/C, No): 866-795-8016
E-MAIL ADDRESS: MMA.NewEngland.CLines@marshmc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Hanover Insurance Company	22292
INSURER C : Hanover Service Center	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED AMERIYOUTH1
America's Youth Teenage Unemployment Reduction Network, Inc.
1019 Crescent Street
Brockton MA 02301

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

CERTIFICATE HOLDER

NH Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord NH 03301

CANCELLATION

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

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AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
d/b/a MY TURN, INC.

FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

(WITH ACCOMPANYING INDEPENDENT AUDITORS' REPORT)

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.

FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

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Bruce D. Norling, CPA, P.C.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
America's Youth Teenage Unemployment Reduction Network, Inc.

We have audited the accompanying financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (a nonprofit organization), which comprise the statements of financial position as of as of June 30, 2019 and 2018 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

410 Boston Post Road, Suite 24 • Sudbury, MA 01776 • (978-443-9114)

Other Matter

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purpose of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2020 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Emphasis of Matter

As discussed in Note 1 to the financial statements, in 2019, My Turn adopted new accounting guidance FASB ASU No. 2016-14 *Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Bruce D. Norling, CPA, P.C.

March 6, 2020

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash & Cash Equivalents	$ 54,099	$ 42,257
Accounts Receivable	142,992	262,926
Prepaid Expenses	338	536
TOTAL CURRENT ASSETS	197,429	305,719
OTHER ASSETS		
Deposits	6,874	3,325
TOTAL ASSETS	**$ 204,303**	**$ 309,044**
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accrued Expenses	$ 19,172	$ 58,986
Accrued Payroll and Related Expenses	18,569	20,647
Bank Line of Credit	-	70,000
TOTAL CURRENT LIABILITIES	37,741	149,633
NET ASSETS		
With Donor Restrictions	10,311	18,161
Without Donor Restrictions	156,251	141,250
TOTAL NET ASSETS	166,562	159,411
TOTAL LIABILITIES AND NET ASSETS	**$ 204,303**	**$ 309,044**

The accompanying notes are an integral part of these financial statements.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF ACTVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019			2018		
	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
PUBLIC SUPPORT AND REVENUES						
Contributions	$ 20,190	$ 11,292	$ 31,482	$ 11,048	$ 17,229	$ 28,277
Grants	1,000	-	1,000	20,000	-	20,000
Program Service Fees	1,424,850	-	1,424,850	1,583,234	-	1,583,234
Special Events	40,997	-	40,997	17,608	-	17,608
Donated Services and Space	62,390	-	62,390	67,080	-	67,080
Net Assets Released from Restrictions	19,142	(19,142)	-	3,883	(3,883)	-
TOTAL	1,568,569	(7,850)	1,560,719	1,702,853	13,346	1,716,199
EXPENSES						
Administration	186,364	-	186,364	135,209	-	135,209
Fundraising	8,372	-	8,372	5,604	-	5,604
Program Services	1,358,832	-	1,358,832	1,507,200	-	1,507,200
TOTAL	1,553,568	-	1,553,568	1,648,013	-	1,648,013
CHANGES IN NET ASSETS	15,001	(7,850)	7,151	54,840	13,346	68,186
NET ASSETS, Beginning of Year	141,250	18,161	159,411	86,410	4,815	91,225
NET ASSETS, End of Year	$ 156,251	$ 10,311	$ 166,562	$ 141,250	$ 18,161	$ 159,411

The accompanying notes are an integral part of these financial statements.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE, 30 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$ 7,151	$ 68,186
Adjustments to Reconcile Changes in Net Assets to Net Cash Provided By (Used In) Operating Activities:		
Changes in Operating Assets:		
(Increase) Decrease in Accounts Receivable	119,934	(140,779)
(Increase) Decrease in Prepaid Expenses	198	2,834
(Increase) Decrease in Other Assets	(3,549)	(105)
Changes in Operating Liabilities:		
Increase (Decrease) in Accrued Expenses	(41,892)	41,219
Net Cash From Operating Activities	81,842	(28,645)
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan from Related Party	-	80,000
Repayments to Related Party	-	(80,000)
Advances on Line of Credit	100,000	280,000
Repayments on Line of Credit	(170,000)	(250,000)
Net Cash From Financing Activities	(70,000)	30,000
NET INCREASE (DECREASE) IN CASH	11,842	1,355
CASH, Beginning of year	42,257	40,902
CASH, End of year	$ 54,099	$ 42,257
SUPPLEMENTAL DISCLOSURE OF CASH FLOW:		
Interest Paid	$ 1,872	$ 3,518

The accompanying notes are an integral part of these financial statements.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

	2019			
	Administration	Fundraising	Program Services	Total
Salaries and benefits	$ 101,256	$ -	$ 1,059,600	1,160,856
Occupancy	68,450	-	85,483	153,933
Supplies and support	4,087	8,372	213,749	226,208
Consultants and professional fees	12,571	-	-	12,571
Totals	$ 186,364	$ 8,372	$ 1,358,832	1,553,568

	2018			
	Administration	Fundraising	Program Services	Total
Salaries and benefits	$ 96,552	$ -	$ 1,125,860	$ 1,222,412
Occupancy	16,800	-	131,580	148,380
Supplies and support	9,299	5,604	249,760	264,663
Consultants and professional fees	12,558	-	-	12,558
Totals	$ 135,209	$ 5,604	$ 1,507,200	$ 1,648,013

The accompanying notes are an integral part of these financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. have been prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Nature of Activities

America's Youth Teenage Unemployment Reduction Network, Inc. (the Agency) is committed to assisting youth develop goals, skills and the confidence needed to transition successfully into post-secondary education or training and the world of work by providing school-to-career services. The Agency operates in partnership with a wide range of colleges and universities, as well as with government agencies at the local, state and national levels.

All of the Agency's services are provided to eastern Massachusetts and southern New Hampshire residents. The following program divisions are listed in order of relative importance based upon total program expenditures:

In-School and Out-of-School Youth – The In-School division provides youth, ages 16 to 21 who are currently in high school, the opportunity to develop strategies and tools and gain practical life skills to overcome obstacles and barriers to complete high school. The Out-of-School Youth division assists youth, ages 16 to 21 who are high school dropouts and/or unemployed, in developing strategies and tools and gaining life skills and work experience needed to overcome obstacles and barriers to employment through working with employers who can provide young adults with work-based learning in experiences and permanent jobs as well as mentoring, supervision and on-going training to succeed in the work place. In addition, the Agency provides higher education readiness opportunities and school training and education preparation for first generation college bound students for success in college.

Manufacturing Training Programs – The Manufacturing Training Programs are similar to the Out-of-School Youth Programs, but focus exclusively on preparing highly motivated young individuals for exciting careers in manufacturing through partnerships with several local industry partners.

Basis of Presentation

The statement of activities reports all changes in net assets, including changes in net assets without donor restrictions from operating activities. Operating revenues consist of those monies received and other contributions attributable to the Agency's ongoing efforts.

Revenue Recognition
The Agency earns revenue as follows:

Contracts – Contract revenue is earned and recognized by the Agency when units or services are provided and billed under various agreements funded primarily by governmental agencies. All contracts are cost-reimbursement contracts, all with ceiling amounts. Under cost-reimbursement contracts, revenue recognition takes place as costs related to the services provided are incurred. Billings on the contracts are subject to final approval by the governmental agency.

Grants – The Agency records grant revenue over the period of the award and the provisions of the grant determine the timing of revenue recognition. Amounts that have been received but not earned are included in deferred revenue.

Contributions – Contributions are recorded upon receipt or pledge as unrestricted or restricted support depending on the existence and/or nature of any donor restrictions. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor.

Program Service Fees – Program service fee revenue is earned and recognized by the Agency when units or services are provided and billed.

All of the Agency's revenue is derived from its activities in Massachusetts and New Hampshire. During the year ended June 30, 2019, the Agency derived approximately 8% of its total revenue from foundations and individual donors, 82% from governmental agencies and 9% from other sources. All revenue is recorded at the estimated net realized amounts.

Accounts Receivable
The Agency carries its accounts receivable at an amount equal to uncollected but earned revenue less an allowance for doubtful accounts. On a periodic basis, the Agency evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit conditions. As of June 30, 2019, management has determined no allowance for doubtful accounts is necessary.

Standards of Accounting and Reporting
The Agency's net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions.

The statement of financial position presents two classes of net assets (net assets without donor restrictions and net assts with donor restrictions). Accordingly, net assets and changes therein are classified as follows:

Net Assets without Donor Restrictions – Net assets without donor restrictions are resources available to support operations. The only limits on the use of these net assets are the broad limits resulting from the nature of the organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Net Assets with Donor Restrictions – Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restrictions will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the organization must continue to use the resources in accordance with the donor's restrictions. When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of building or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the organizations, unless the donor provides more specific directions about the period of its use.

Nonprofit Status and Income Taxes

America's Youth Teenage Unemployment Reduction Network, Inc. qualifies as an organization formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code and, therefore, is not subject to income tax. The Agency is not a private foundation under Section 509(a)(1). Certain unrelated business income as defined in the Internal Revenue Code, is subject to federal income tax. For the year ended June 30, 2019, there was no liability for tax on unrelated business income.

America's Youth Teenage Unemployment Reduction Network, Inc. adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles in the United States. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Agency has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Agency believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Agency's financial condition, results of operations or cash flows. Accordingly, the Agency has not recorded any

reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2019. The Agency's policy is to classify income tax related interest and penalties in operating expenses.

The Agency is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Agency's federal and state income tax returns are generally open to examination for the last three years.

Fundraising

Fundraising relates to the activities of raising general and specific contributions to the Agency and promoting special events.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are allocated to programs and supporting services. Administration expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Agency. Occupancy costs are allocated to functions based upon full-time equivalents. Payroll and associated costs are allocated based on time studies.

Advertising Costs

The Agency expenses advertising costs when they are incurred. Advertising expense was immaterial for the years ended June 30, 2019 and 2018.

Use of Estimates

In preparing the Agency's financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Agency considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Agency maintains its cash deposit balances in banks located in Massachusetts. The Agency did not maintain cash balances in excess of FDIC insured limits at June 30, 2019 and 2018.

Fixed Assets and Amortization/Depreciation

Fixed assets are recorded at cost or if donated, fair value on the date of receipt. Amortization and depreciation are provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives. Improvements, including planned major maintenance activities are capitalized, while expenditures for routine maintenance and repairs are charged to expense as incurred. The Agency computes amortization and depreciation using the straight-line method over the estimated useful life.

Donated Items and Services

Program space of $62,390 and $67,080 is included with program expenses and contributions revenue in the accompanying financial statements, for the years ended June 30, 2019 and 2018, respectively.

The Agency received donated program space (occupancy) amounting to $62,390 and $67,080 for the years ended June 30, 2019 and 2018, respectively. Amounts are recorded at estimated reasonable rates of costs which would have been involved had the facilities been rented.

Fair Value Measurements

The Agency determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in accordance with generally accepted accounting principles.

The Agency is required to apply the provisions of U.S. generally accepted accounting principles to fair value measurements for nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a non-recurring basis. The Agency has no nonfinancial assets or liabilities required to be accounted for on a non-recurring basis as of June 30, 2019.

Fair values of financial instruments for which the Agency did not elect the fair value option includes cash and cash equivalents, receivables, and accounts payable. Certain of these instruments are short term in nature and accordingly fair values are estimated to approximate carrying values.

Change in Accounting Principles

The Organization implemented FASB ASU No. 2016-14 Presentation of Financial Statements of Not-for-Profit Entities in the current year, applying the changes retrospectively. The new standards change the following aspects of the financial statements:

- The temporarily restricted and permanently restricted net asset classes have been combined into a single net asset class called Net Assets with Donor Restrictions.
- The unrestricted net asset class has been renamed Net Assets without Donor Restrictions.
- The financial statements include a disclosure about liquidity and availability of resources.

The changes have the following effect on net assets at July 1, 2018:

Net Asset Class	As Originally Presented	After Adoption of ASU 2016-14
Unrestricted net assets	$ 141,250	
Temporarily restricted net assets	18,161	
Net Assets without Donor Restrictions		$ 141,250
Net Assets with Donor Restrictions		18,161
Total net assets	$ 159,411	$ 159,411

2. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2019 are:

Financial assets:

Cash and cash equivalents	$ 54,099
Accounts Receivable	142,992
Total financial assets available within one year	$ 197,091

The Agency has $197,091 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The Agency keeps its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Agency has a goal of maintaining a cash balance of 30 days on hand to meet its normal operating expenses, which are, on average, $129,465.

3. LINE OF CREDIT

The Agency has available a demand line of credit with Rockland Trust Company (a Massachusetts bank) of $100,000 to be drawn upon as needed, with interest at the bank's base lending rate plus 3.00%, or 6.75% as of June 30, 2019. The line is secured by the Agency's general business assets. The outstanding balance on the line of credit as of June 30, 2019 and 2018 was $0 and $70,000, respectively.

4. LEASE COMMITMENTS

Rent expense for the years ended June 30, 2019 and 2018 was $57,593 and $50,025 respectively. The Agency leases various spaces as a tenant at will.

5. DEFINED CONTRIBUTION PLAN

The Agency has a defined contribution pension plan that qualifies as a tax-sheltered account under Section 401(k) of the Internal Revenue Code for the benefit of eligible employees. Salaried employees that are at least 21 years old are eligible to participate in this plan upon hire. Under the plan, benefit eligible employees can invest pre-tax dollars. The employees are not taxed on contributions or earnings until they receive distributions from the account. The Agency made no contributions under this plan for 2019 and 2018.

6. RELATED PARTY TRANSACTION

During fiscal year 2018, an employee loaned $80,000 to the Agency and was repaid $80,000 by the Agency. The Agency paid the employee interest at a variable rate of 3.8%-4.71%. Interest expense on these related party loans was $338. There were no related party transactions during fiscal year 2019.

7. COMMITMENTS AND CONTINGENCIES

The Agency receives most of its funding from government agencies under cost reimbursement programs. The ultimate determination of amounts received under these programs generally is based upon allowable costs reported to and audited by the government. Until such audits have been completed, if any, and final settlement reached, there exists a contingency to refund any amount received in excess of allowable costs. Management is of the opinion that no material liability will result from such audits.

The Agency's operations are concentrated in the social service provider field. As such, the Agency operates in a heavily regulated environment. The operations of the Agency are subject to administrative directives, rules and regulations of federal, state and local regulatory agencies including, but not limited to the United

States Department of Labor, Employment and Training Administration passed through the New Hampshire Department of Education.

Such administrative directives, rules and regulations are subject to change by an act on Congress, act of the state and local legislature or an administrative change mandated by the government departments a listed above. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. Additionally, contractual funding may decrease or be withdrawn with little notice.

8. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of resources available to meet future obligations, but only in compliance with the restrictions specified by donors. Donor restrictions limit the use of the resources to the youth programs they are designated for.

9. MANAGEMENT PLANS TO FINANCE OPERATIONS

Management of the Agency is aware of the net asset balance and has plans to finance future operations. These plans include additional fundraising efforts and closely monitoring expenses. Due to the untimely collection of receivables, the Agency has a demand line of credit with Rockland Trust to be drawn upon if needed. Management believes it has sought adequate resources for the fiscal year ended June 30, 2019 to support its operating budget.

10. SUBSEQUENT EVENTS

The Agency did not have any recognized or non-recognized subsequent events after June 30, 2019, the date of the statement of financial position. Subsequent events have been evaluated through March 6, 2020, the date the financial statements were available to be issued.

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

FEDERAL GRANTOR / PASS-THROUGH GRANTOR / PROGRAM TITLE	PROGRAM TYPE	FEDERAL CFDA NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	TOTAL FEDERAL AWARDS EXPENDED
U.S DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION				
Passed through State of New Hampshire Department of Education				
Division of Career Technology and Adult Learning				
WIAO Cluster				
WIOA Youth Activities			06-56-56510-4095-102-500731	$ 1,117,434
Passed through North Central Mass. Workforce Investment Board				
WIOA Youth Activities			N/A	153,455
TOTAL US DOL, WIOA Youth Activities, WIOA Cluster	**A**	**17.259**		**1,270,889**
TOTAL EXPENDITURES OF FEDERAL AWARDS				**$ 1,270,889**

NOTES TO SCHEDULE OF FEDERAL AWARDS

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of America's Youth Teenage Unemployment Reduction Network, Inc., d/b/a My Turn, Inc. under programs of the federal government for the year ended June 30, 2019. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance). Because the schedule presents only a selected portion of the operations of My Turn, it is not intended to and does not present financial position, changes in net assets, or cash flows of My Turn.

Note 2. Summary of Significant Accounting Policies

A. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. My Turn has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

B. My Turn, Inc. identified the larger Federal Programs (Type A programs) as those programs that exceed $750,000. All other programs are labeled as Type B programs.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
America's Youth Teenage Unemployment Reduction Network, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (the Agency), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 6, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bruce D. Norling, CPA, P.C

March 6, 2020

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
America's Youth Teenage Unemployment Reduction Network, Inc.

Report on Compliance for Each Major Federal Program
We have audited America's Youth Teenage Unemployment Reduction Network, Inc.'s (the Agency) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2019. The Agency's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.

Opinion on Each Major Federal Program
In our opinion, the Agency complied, in all material respects, with the types of the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bruce D. Norling, CPA, P.C

March 6, 2020

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2019

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unqualified opinion on the financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (the Agency).

2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of the Agency were disclosed during the audit.

4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditors' report on compliance for the major federal award programs for the Agency expresses an unqualified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with Uniform Guidance are reported in this schedule.

7. The program tested as major program was:

   U.S. Department of Labor: WIOA Youth Activities (CFDA #17.259)

8. The threshold for distinguishing Types A and B programs was $750,000. Type A programs are those that exceed $750,000.

9. The Agency was not determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT – NONE

C. FINDINGS – MAJOR FEDERAL AWARD PROGRAMS – NONE

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2019

Prior Audit Findings: None

MY TURN
INCORPORATED
for Opportunity and Success

MY TURN Governing Board Membership

All Positions are Voluntarily Held

Patrick Queenan, President
United States Department of Justice

Barry Garside, Vice President
Nashua Community College

Angel Burgado, Treasurer
Santander Bank

Annie Gagne, Secretary
New Hampshire Office of Attorney General

Angelica Resto, Director
Triangle Credit Union

Justin Chauvin, Director
NH Tool & Supply

Jonathan Mason, Director
Nashua Community College

Anne Garside, Director
Plymouth Rock Assurance Corporation

Allison Joseph

Bedford, New Hampshire
(603) 714-1340 – allisongracejoseph@outlook.com

Seasoned non-profit Executive Director with the ability to clearly communicate needs and expectations to staff and partners. Skilled in creating and maintaining relationships with a variety of stakeholders. Possessing strengths in the development and implementation of new programs.

Employment:

Executive Director December 2013 - Present
MY TURN, Incorporated
Manages a $1,800,000 budget including $1,300,000 in Federal Workforce Innovation and Opportunity Act funds. Oversees 23 staff and operations at 13 sites throughout New Hampshire and Massachusetts. All programs exceed federal and state performance measures.

- Provides strategic leadership, including business planning, budget forecasting, and board relations.
- Supervises and mentors direct service managers.
- Ensures successful program outcomes.
- Analyzes data to drive program improvements.
- Researches best practices in areas related to youth education and employment.
- Develops key partnerships to advance the mission of the organization.
- 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
Retained all responsibilities of the Director of Programs, NH Region. Also performed the following tasks:

- Coordinated with CEO to implement all administrative strategies to ensure quality programming.
- Evaluated all financial statements on monthly basis and analyze all trends.
- Assisted in the development of all program grants and financial contracts.
- Participated in contract negotiations.
- Assisted CEO in the oversight of employee benefits administration including: Health, Dental, and 401(k)

Director of Programs, NH Region May 2011 – July 2013
MY TURN, Incorporated
Maintained supervisory authority over all programming and staffing within 4 Programs in the New Hampshire region. Coordinated community relations within the region, including job development, public relations, and cultivation of partners. Also performed the following tasks:

- Secured the grant funding for all 4 Federal Workforce Investment Act programs.
- Ensured the achievement of benchmarks, data collection/reporting and contractual obligations for all NH programs.
- Ensured that all programs' budgets were adhered to and that changes to those budgets, including requests for movement of funds between specific line items, were properly negotiated with relevant funders.
- Provided effective supervision of staff within the region including: conducting regular staff meetings, completion of performance reviews, creation and revision of professional development plans with staff, orientation and training of staff, providing oversight, guidance, and mentorship to staff, coordinating staff schedules and PTO requests.
- Analyzed data to identify trends, best practices, and programmatic challenges; used data to strategically develop and implement program improvements.
- Developed and implemented mentorship program including recruitment and training of new mentors in cooperation with the Greater Nashua Human Resource Association.

Career Specialist, Manchester Central High School July 2007 – May 2011
MY TURN, Incorporated
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 tasks:

- Provided employment services and Work-Based Learning experiences.
- Facilitated summer youth employment opportunities by developing jobs in the community and oversaw youth employees.
- Created engaging curriculum to deliver educational/tutoring skills training.
- Developed citizenship and leadership development opportunities in the community.
- Directed student led Community Service-Learning Projects.
- Provided additional support services and twelve months of follow-up services to each
- participant.
- Maintained required documentation and reported information as set forth by State and Federal
- requirements.
- Met or exceeded set Performance Measures as set forth by State and Federal funders.
- Maintained all contract requirements between MYTURN and the Bureau of Work Force Development/State of NH Department of Education.

Education:

Excellence in Governance Certificate *NH Center for Nonprofits*	November 2016
Certified Entrepreneurship Teacher *Network for Teaching Entrepreneurship, Bentley University, Waltham, MA*	December 2008
Bachelor of Arts in Sociology *Saint Anselm College, Goffstown, NH*	December 2006

Leadership & Awards:

NH HB4 Work Group on the Benefits Cliff (appointed by Governor Sununu)	2020 – Present
NHEH Race & Equity: Economic Development Work Group	2018 – Present
NH Youth Interagency Directors' Group	2018 – Present
Trustee, Blue Knights Foundation	2017 – Present
Business & Industry Association – NH Advantage Award	2019
Union Leader NH 40 Under Forty Award	2016
Created 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 NH Mayor's Youth Jobs Group	2012 – 2013
Outstanding Teacher; NH WZID Teacher Appreciation Week	2011
Heads Together Conference; Presenter: Interagency Collaboration	2009
Distinction in Core Values Award, MY TURN, Inc.	2008

Tara Gorski
14 Academy Street
Concord, New Hampshire 03301
603-325-2442
Tara1gorski@yahoo.com

Objective:

To utilize my skills, knowledge and experience in workforce development and nonprofit leadership to support self-sufficiency by supporting education, training and employment and reducing barriers to promote success.

Employment:

04/2016 – Present **MY TURN, Inc., *Director of Programs/Deputy Director,* All New Hampshire WIOA Youth Programs**

The Workforce Innovation and Opportunity Act (WIOA) is a United States public law and is the primary federal workforce development legislation designed to strengthen and improve our nation's workforce system. The state of New Hampshire contracts with MYTURN, Inc.to operate workforce development programs statewide.

Responsibilities:

- Ensure participant linkages and referrals with agency and community resources in efforts to reduce barriers to self-sufficiency
- Collaborate and mentor program staff to ensure the provision of wrap around, client centered and whole family approaches to service delivery
- Facilitate as well as attend regular partner agency and partner employer meetings as well as other meetings statewide, with a role of communicating and sharing information in order to support workforce development and barrier reduction efforts
- Oversee, support and implement all aspects of the startup of new WIOA programs
- Support the Executive Director, as needed, with duties specific to the operations of the company
- Manage the following fiscal aspects:
    - Process payroll
    - Approve all invoices received for payment from multiple sources and determine where to bill the contract for each specific item
    - Approve and process all check requests from the programs and determine where to bill the contract for each specific item
    - Approve and process all mileage and reimbursement requests
- Ensure that all programmatic components of services, achievement of benchmarks, data collection/reporting and contractual obligations within the WIOA contract are met providing exceptional services to all participants
- Interface directly with the WIOA Youth Administrator; provide data, reports, information as needed/requested, including:
    - Enrollment reports
    - Performance outcomes
    - Program service information and evaluation
- Conduct on-going internal reviews to ensure compliance with WIOA regulations and provide on-going on-site technical assistance
- Analyze data to identify trends, best practices, and programmatic/service delivery challenges; use data to strategically develop and implement program improvements as the need arises
- Implement necessary adjustments and changes to programming, services and policy as appropriate and necessary to maintain contractual obligations and quality services as well as provide the on-site technical assistance and monitoring necessary to ensure that those shifts occur

- Responsible for interviewing, hiring and supervising all staff members in the NH programs
- Responsible for the effective supervision of staff including:
    - Ensure that staff remain abreast of the most current employment trends as well as and including all aspects of workforce development in order to provide quality services to participants in all areas of workforce development
    - Orient and train staff in their positions
    - Provide oversight, guidance, and staff mentoring
    - Coordinate staff schedules and time off requests to ensure continuous program operation
    - Ensure adherence to MY TURN's policy and procedure manual

04/2014 – 04/2016 **MY TURN, Inc.,** ***Manufacturing Training Coordinator***, Out of School Youth Program, Nashua, New Hampshire

With a focus on all aspects of workforce development, I was responsible for the creation and implementation of MY TURN's Manufacturing Out of School Youth Program in coordination and cooperation with a manufacturing business in Nashua NH.

- Workforce development focus included:
    - Resume writing
    - Creation of a cover letter
    - Interview Skills
    - Workplace maturity and responsibility
- Recruit participants and carry a caseload of 20 participants
- Ensure that all aspects of intake meet federal and state laws and policies
- Administer identified assessments and utilize the outcome of those assessments to guide services
- Work cooperatively with the business to ensure the success of the participants
- Provide services and support to address and reduce participants barriers to success including:
    - Transportation
    - Food instability
    - Homelessness
    - Childcare
- Provide workforce development trainings to the participants with a focus of both soft and technical skills
- Attend and participate in Partner meetings and other collaborative statewide meetings around resources and services available including:
    - Transportation availability and options
    - Childcare availability and options
    - Education training options
- Provide support and assistance to participants around all aspects of enrolling, and completing post-secondary education credentials
- Promote the Program and participants to local business to create a pipeline of skilled workers
- Maintain and ensure compliance with the WIOA Youth contract including all state and federal laws and policies

04/2007 – 04/2014 **State of New Hampshire, New Hampshire Hospital,** Concord, NH **(NFI North, Contoocook, New Hampshire), Mental Health Worker II and Transportation Coordinator**

Responsibilities:

- Transportation coordinator duties included:
    - Assign staff to transport clients to community appointments
    - Discuss transportation options with clients
    - Assist clients to understand their transportation options with a focus on their community and their needs

As part of the program, I facilitated group sessions focused on workforce development including:

- Employer/employee relations
- Acceptable behaviors at work
- Soft skills
- Work Maturity

- Managed and assigned responsibilities to direct care staff based on the needs of the clients on a daily basis
- Participated in the planning and implementation of overall daily activities
- Facilitated client improvements in the areas of: personal responsibility, social skills, community living and behaviors
- Strong knowledge and clear understanding of treatment modalities including: Motivational Interviewing, Solution Focused and IMR

Education

New Hampshire Technical Institute, Concord, New Hampshire
Associate of Science, Human Services, Concentration: Mental Health

Jocelyn L. Mahoney
Manchester, NH 03103

(603) 540-5203 Jmahoney@my-turn.org

Work Experience:

MY TURN, Inc., Manchester, NH (2013 – Present)
Director of Programs, NH Region

- Secured the grant funding for all ISY programs.
- Ensured the achievement of benchmarks, data collection/reporting and contractual obligations for all ISY programs.
- Ensured that all programs' budgets were adhered to and that changes to those budgets, including requests for movement of funds between specific line items, were properly negotiated with relevant funders.
- Provided effective supervision of staff within the region including: conducting regular staff meetings, completion of performance reviews, creation and revision of professional development plans with staff, orientation and training of staff, providing oversight, guidance, and mentorship to staff, coordinating staff schedules and PTO requests.
- Analyzed data to identify trends, best practices, and programmatic challenges; used data to strategically develop and implement program improvements.

Career Specialist, Manchester Central High School

- Provided employment services and Work-Based Learning experiences.
- Facilitated summer youth employment opportunities by developing jobs in the community and oversaw youth employees.
- Created engaging curriculum to deliver educational/tutoring skills training.
- Developed citizenship and leadership development opportunities in the community.
- Directed student led Community Service-Learning Projects.
- Provided additional support services and twelve months of follow-up services to each participant.
- Maintained required documentation and reported information as set forth by State and Federal requirements.
- Met or exceeded set Performance Measures as set forth by State and Federal funders.
- Maintained all contract requirements between MYTURN and State of NH Department of Education.

Boys & Girls Club of Manchester, Manchester, NH (2005- 2013)
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.

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

References available upon request

Holly L. Joseph
Bedford, NH, 03110
(603) 714 - 4803
hollyljose@gmail.com

Work History

MY TURN, Inc., Nashua, NH (2014 – Present)

Director of Nashua OSY/MFG Coord

- Provide support and oversight to Nashua Out of School Youth Program
- Supervise all Nashua area OSY staff
- Manage a caseload of youth pursuing careers in MFG
- Develop and nurture relationships with key training and employment partners

Director of OSY Programs

- Ensured the achievement of benchmarks, data collection/reporting and contractual obligations for all NH programs.
- Ensured that all programs' budgets were adhered to and that changes to those budgets, including requests for movement of funds between specific line items, were properly negotiated with relevant funders.
- Provided effective supervision of staff within the region including: conducting regular staff meetings, completion of performance reviews, creation and revision of professional development plans with staff, orientation and training of staff, providing oversight, guidance, and mentorship to staff, coordinating staff schedules and PTO requests.
- Analyzed data to identify trends, best practices, and programmatic challenges; used data to strategically develop and implement program improvements.

MFG Coordinator

- Provided employment services and Work-Based Learning experiences..
- Created engaging curriculum to deliver educational/tutoring skills training.
- Developed citizenship and leadership development opportunities in the community.
- Provided additional support services and twelve months of follow-up services to each participant.
- Maintained required documentation and reported information as set forth by State and Federal requirements.
- Met or exceeded set Performance Measures as set forth by State and Federal funders.
- Maintained all contract requirements between MYTURN and State of NH Department of Education.

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

Vestmoore 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

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

MY TURN, 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

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

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 am mail and packages/ posted and sent out pm mail and packages
- Served as backup Receptionist

Leadership

- Bedford Youth Football – Board Member, 2020; Volunteer, 2012 - Present
- Blue Knights Foundation – Trustee, 2018 - Present
- Manchester Police Athletic League – Volunteer, 2017 - Present
- Leadership Development Program of the Year – Stay Work Play, 2016

Education

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

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@nationwideffe.com
- Tom Clougherty, Owner, Premium Vending, (603)566-5502
- Claire Shurtleff, Instructor, Sylvan Learning Center, (603)275-9535, cshurt@aol.com

MY TURN
INCORPORATED
for Opportunity and Success

NH WIOA Key Staff

Name, Position	Salary	% on Contract
Allison Joseph, Executive Director	$90,000	33.750%
Tara Gorski, Deputy Director	$72,000	92.420%
Jocelyn Mahoney, Director ISY	$65,000	58.000%
Holly Joseph, Director Nash OSY	$60,000	100.000%