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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 New Hampshire Jobs for America's Graduates (NH-JAG) (VC#158930), Manchester, NH in the amount of \$2,409,060.00 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	\$803,020.00
2023	102-500731	Contracts for Program Services	\$803,020.00
2024	102-500731	Contracts for Program Services	\$803,020.00
<b>Total:</b>			<b>\$2,409,060.00</b>

**EXPLANATION**

This contract between NH BEA/OWO and NH-JAG 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 NH-JAG are:

Site	Program
Manchester Memorial High School	In-School Youth
Berlin Healthcare	Out-of-School Youth
Concord Healthcare	Out-of-School Youth
Lakes Region Healthcare	Out-of-School Youth
Keene Healthcare	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 NH-JAG through this agreement. As a condition of this agreement, NH-JAG 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,

A handwritten signature in black ink, appearing to read 'Taylor Caswell', written over a white rectangular box.

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
	<b>600 Point Total</b>	<b>600 Point Total</b>
3. Proposal Narrative		
• Program Description	50 Points Total	50 Points Total
• General Program Operations	200 Points Total	200 Points Total
• Elements	100 Points Total	100 Points Total
• Academic Opportunities	50 Points Total	50 Points Total
• Career Pathways/Development and Employment Opportunities	100 Points Total	100 Points Total
• Outcomes	50 Points Total	50 Points Total
4. Proposal Budget	50 Points Total	50 Points Total
A. Budget Narrative		
B. Budget Worksheet		
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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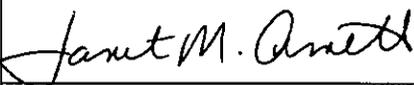
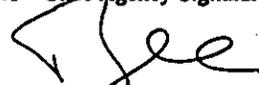
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 New Hampshire Jobs for America's Graduates d/b/a NH-JAG		1.4 Contractor Address 175 Ammon Drive, Suite 212, Manchester, NH 03103	
1.5 Contractor Phone Number (603) 647-2300	1.6 Account Number 03-22-22-220510-14530000-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,409,060.00
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: 3/11/21		1.12 Name and Title of Contractor Signatory Janet Arnett, 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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Date 3/11/21

**EXHIBIT A**

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**SPECIAL PROVISIONS**

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of New Hampshire Jobs for America's Graduates (NH-JAG) 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 NH-JAG 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 NH-JAG through this Agreement.

As a condition of this contract agreement, NH-JAG (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.

- (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 properly 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

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 10<sup>th</sup> 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.

NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)

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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 erroneously determined to be eligible for services. Disallowed costs may not be paid with any other federal funds.
13. **Veterans' Priority Provisions:** NH-JAG 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, NH-JAG 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

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:

- 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 of 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

**NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)**

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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 and 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

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

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).

**STANDARD EXHIBIT B**

**SCOPE OF SERVICES**

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

Subrecipient: New Hampshire Jobs for America's Graduates d/b/a NH-JAG

**SCOPE OF SERVICES**

This cost reimbursement Agreement for services between NH-JAG 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.

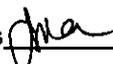
Total payments under this Agreement shall not exceed \$2,409,060.00 as reflected below and shall be expended consistent with an approved line item budget, which shall be negotiated annually with BEA/OWO. Line item budgets shall tie established upon receipt of grant funds from USDOL, for each program year covered under this Agreement.

Estimated Budget: Limitation on Price/Payment	
ISY Admin	\$ 26,798.00
ISY Program	\$ 281,920.00
OSY Admin	\$ 110,542.00
OSY Program	\$ 1,989,800.00
Total	\$ 2,409,060.00

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, NH-JAG 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 NH-JAG acknowledges the substantial operational level oversight retained by the OWO under this Agreement for the duration of the Agreement performance period.

NH-JAG Initials 

Date 3/11/21

**NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)**

NH-JAG 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, 1.B Seacoast, 1.C Hillsborough and 1.D West Central, released 12/11/2020 – (henceforth known as the RFP), incorporated by reference into this Agreement.

**Deliverables**

- NH-JAG 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 NH-JAG in response to the RFP, all of which are incorporated by reference into this Agreement.
- Enrollment goals are as follows for each site. The numbers reflect new participants per program year:

In-School Youth	Manchester Memorial High School	30 of which 18 are new enrollees
Out-of-School Youth	Berlin	15
	Concord	25
	Keene	15
	Laconia	15
<b>Total</b>		<b>100</b>

- WIOA Youth Program Performance Goals are established by USDOL on an annual basis. NH-JAG 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 NH-JAG 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
<b>WIOA Youth</b>		
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

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

NH-JAG Initials ma

Date 3/11/21

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 10<sup>th</sup> 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.

- 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 NH-JAG 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 – NH-JAG 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. NH-JAG 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.

**EXHIBIT C**

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**TERMS AND CONDITIONS OF PAYMENT**

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

Subrecipient: New Hampshire Jobs for America's Graduates d/b/a NH-JAG

**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 NH-JAG'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 NH-JAG up to a maximum total payment of \$2,409,060.00.
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 NH-JAG and BEA/OWO. NH-JAG 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 10<sup>th</sup> day of the month following service provision (if the 10<sup>th</sup> day of the month falls on the weekend, the reports are due the following Monday). Ten percent of the contract price will be withheld until the submission of all reports and the satisfactory completion of all contract requirements.
7. 29 CFR 95.22 will be followed for advance payment practices. NH-JAG agrees that all financial reports/invoices shall at a minimum be itemized by in-school and out-of-school administrative and program costs.
8. NH-JAG 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

**NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)**

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NH-JAG 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 NH-JAG 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: NH-JAG  
175 Ammon Drive Suite 212  
Manchester, NH 03103  
Attention: Fiscal Administrator

14. NH-JAG 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. NH-JAG 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. NH-JAG 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.

**NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)**

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19. NH-JAG 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. NH-JAG 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. NH-JAG's use of funds in this Agreement must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.
23. NH-JAG 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. NH-JAG 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 II; 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.

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

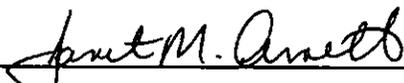
The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

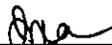
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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.

  
(Subrecipient Representative Signature)

Janet Arnett, Executive Director  
(Authorized Subrecipient Representative Name & Title)

New Hampshire Jobs for America's Graduates d/b/a NH-JAG  
(Subrecipient Name)

3/11/21  
(Date)

NH-JAG Initials 

Date 3/11/21

**EXHIBIT E**

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**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

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 (l)(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.

Janet M. Arnett  
(Subrecipient Representative Signature)

Janet Arnett, Executive Director  
(Authorized Subrecipient Representative Name & Title)

New Hampshire Jobs for America's Graduates d/b/a NH-JAG  
(Subrecipient Name)

3/11/21  
(Date)

NH-JAG Initials ma

Date 3/11/21

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)).

 Janet Arnett, Executive Director  
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

New Hampshire Jobs for America's Graduates d/b/a NH-JAG 3/11/21  
(Subrecipient Name) (Date)

**EXHIBIT G**

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**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and 164 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 Title 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.

- 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

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

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.

- 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. Severation. 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  
The State Agency Name

New Hampshire Jobs for America's  
Graduates d/b/a NH-JAG  
Contractor Name



Signature of Authorized Representative

Signature of Authorized Representative

Taylor Caswell, Commissioner, BEA  
Name of Authorized Representative

Janet Arnett, Executive Director  
Name of Authorized Representative

3/15/2021

Date

3/11/21

Date



**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: 015743404
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  \_\_\_\_\_

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:

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

NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)

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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; 175 Ammon Drive, Manchester, NH

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

Subrecipient Name: New Hampshire Jobs for America's Graduates, d/b/a NH-JAG

Name & Title of Authorized Subrecipient Representative: Janet Arnett, Executive Director

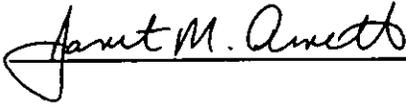
Subrecipient Representative Signature:  Date: 3/11/21

EXHIBIT J

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentiality 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.

Janet M. Arnett Janet Arnett, Executive Director  
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

New Hampshire Jobs for America's Graduates d/b/a NH-JAG 3/11/21  
(Subrecipient Name) (Date)

# 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 NH-JAG is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 20, 2000. 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: 335540

Certificate Number: 0005251905



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of February A.D. 2021.

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

William M. Gardner  
Secretary of State

**Corporate Resolution**

**I, Elena Preston, hereby certify that I am duly elected Secretary of NH-JAG.**

**I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on February 16, 2021, at which a quorum of the Directors were present and voting.**

**VOTED:** That Janet Arnett, Executive Director is duly authorized to enter into contracts or agreements on behalf of NH-JAG with 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:** 2/16/21

**ATTEST:** Elena Preston  
Elena Preston, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2021

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Eleanor Spinazzola <b>PHONE (A/C No. Ext.):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> Eleanorspinazzola@esinsurance.net	<b>FAX (A/C. No.):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NH JAG 175 Ammon Drive #212 Manchester NH 03103	<b>INSURER A:</b> AmTrust Financial Services, Inc.	
	<b>INSURER B:</b> Travelers Indemnity Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2020

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 YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		WPP1872144 00	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			WPP1872144 00	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB5B94057-5-20	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Business and Economic Affairs  
 Office of Workforce Opportunity  
 100 North Main St, Suite 100  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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**DAVID A. KREED**

Certified Public Accountant

**NEW HAMPSHIRE JAG  
FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

Manchester, NH 03104  
603 625-4792

**NEW HAMPSHIRE JAG  
FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2020 AND 2019**

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# **DAVID A. KREED**

Certified Public Accountant  
36 North Street  
Manchester, New Hampshire 03104  
Tel: (603) 625-4792 Fax: (603) 624-5993  
dkreedcpa@comcast.net

## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
New Hampshire JAG  
Manchester, New Hampshire

We have audited the accompanying financial statements of New Hampshire JAG (a nonprofit entity), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and 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 the 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. 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 New Hampshire JAG as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principals generally accepted in the United States of America.

**Other Matters**

The prior period financial statements were audited by a predecessor auditor that expressed an unmodified opinion on their report dated January 24, 2020.

A handwritten signature in cursive script that reads "David A. Creed".

David A. Creed  
Certified Public Accountant  
September 28, 2020

**NEW HAMPSHIRE JAG  
STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>ASSETS</b>		
Current Assets		
Cash	\$ 190,433	\$ 130,893
Accounts Receivable	16,374	32,556
Contributions Receivable	0	10,500
Prepaid Expenses	<u>2,433</u>	<u>9,980</u>
Total Current Assets	<u>209,240</u>	<u>183,929</u>
Property and Equipment		
Furniture and Equipment	3,190	6,377
Less Accumulated Depreciation	<u>(3,190)</u>	<u>(6,377)</u>
Net Property and Equipment	<u>0</u>	<u>0</u>
<b>Total Assets</b>	<b>\$ <u>209,240</u></b>	<b>\$ <u>183,929</u></b>
<b>LIABILITIES AND NET ASSETS</b>		
Current Liabilities		
Accounts Payable	\$ 197	\$ 1,904
Accrued Expenses	<u>4,524</u>	<u>19,441</u>
Total Current Liabilities	<u>4,721</u>	<u>21,345</u>
Long-Term Debt	<u>108,500</u>	<u>0</u>
Total Liabilities	<u>113,221</u>	<u>21,345</u>
<b>NET ASSETS</b>		
Without Donor Restrictions:		
Undesignated	20,768	63,659
With Donor Restrictions:		
Purpose Restrictions	<u>75,251</u>	<u>98,925</u>
Total Net Assets	<u>96,019</u>	<u>162,584</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ <u>209,240</u></b>	<b>\$ <u>183,929</u></b>

See accompanying notes and independent auditor's report.

**NEW HAMPSHIRE JAG  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

	<u>2020</u>	<u>2019</u>
<b>CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS</b>		
<b>Support and Revenue</b>		
Fees and Grants from Government Agencies	\$ 373,085	\$ 503,908
Contributions	22,818	16,593
Interest	55	103
In-kind Donations	27,545	80,912
Fundraising Events	40,584	21,618
Net Assets Released from Donor Restrictions	<u>303,957</u>	<u>247,861</u>
Total Support and Revenue Without Donor Restrictions	<u>768,044</u>	<u>870,995</u>
<b>Expenses</b>		
<b>Program Services</b>		
Workforce Innovation and Opportunity Act Program	180,797	399,111
Employment and Education Advancement	66,982	23,179
Dropout Prevention Alternative Education	258,322	214,719
TANF	178,405	130,078
Total Program Services	<u>684,506</u>	<u>767,087</u>
<b>Supporting Services</b>		
General Administration	118,186	121,387
Fundraising	8,243	5,206
Total Supporting Services	<u>126,429</u>	<u>126,593</u>
Total Expenses	<u>810,935</u>	<u>893,680</u>
Increase (Decrease) in Net Assets Without Donor Restrictions	<u>(42,891)</u>	<u>(22,685)</u>
<b>CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS</b>		
Contributions	280,283	178,013
Net Assets Released from Restrictions	<u>(303,957)</u>	<u>(247,861)</u>
Increase (Decrease) in Net Assets With Donor Restrictions	<u>(23,674)</u>	<u>(69,848)</u>
<b>CHANGE IN NET ASSETS</b>	(66,565)	(92,533)
Net Assets at July 1	<u>162,584</u>	<u>255,117</u>
Net Assets at June 30	<u>\$ 96,019</u>	<u>\$ 162,584</u>

See accompanying notes and independent auditor's report.

**NEW HAMPSHIRE JAG  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2020**

	Program Services				Supporting Services			
	WIOA	Employment and Education Advancement	Dropout Prevention Alternative Education	TANF	Total Program Services	General Administration	Fundraising	Total Supporting Services
<b>SALARIES AND RELATED EXPENSES</b>								
Salaries	\$ 87,995	\$ 32,238	\$ 191,451	\$ 123,424	\$ 435,108	\$ 52,977	\$ 0	\$ 52,977
Payroll Taxes	7,480	2,740	16,273	10,491	36,984	4,616	0	4,616
Fringe Benefits	16,002	1,639	25,200	22,278	65,119	14,782	0	14,782
	<u>111,477</u>	<u>36,617</u>	<u>232,924</u>	<u>156,193</u>	<u>537,211</u>	<u>72,375</u>	<u>0</u>	<u>72,375</u>
<b>OTHER EXPENSES</b>								
Program Fees	4,558	0	10,365	0	14,923	3,812	824	4,636
Supplies	1,617	250	1,288	671	3,826	1,050	0	1,050
Equipment Expense	98	0	163	147	408	2,058	0	2,058
Insurance	2,252	633	3,132	2,089	8,106	4,290	0	4,290
Advertising	100	0	0	300	400	469	7,419	7,888
Participant Wages and Related Expenses	21,926	12,977	0	0	34,903	0	0	0
Training	24,359	0	1,064	4,818	30,241	444	0	444
Participant Support	9,828	0	0	0	9,828	0	0	0
Participant Tuition	0	0	0	0	0	0	0	0
Staff Development and Student Activities	480	5,134	2,496	1,227	9,337	0	0	0
Travel	1,027	0	3,462	1,513	6,002	283	0	283
Communications	1,032	42	2,025	1,294	4,393	1,207	0	1,207
Textbooks	0	0	0	0	0	0	0	0
Scholarships Awarded	0	10,506	0	0	10,506	0	0	0
Professional Fees	543	0	486	6,653	7,682	1,306	0	1,306
Miscellaneous	0	0	0	0	0	789	0	789
Fundraising	0	0	0	0	0	0	0	0
Facilities	1,500	823	917	3,500	6,740	30,103	0	30,103
<b>Total</b>	<u>\$ 180,797</u>	<u>\$ 66,982</u>	<u>\$ 258,322</u>	<u>\$ 178,405</u>	<u>\$ 684,506</u>	<u>\$ 118,186</u>	<u>\$ 8,243</u>	<u>\$ 126,429</u>

See accompanying notes and independent auditor's report.

**NEW HAMPSHIRE JAG  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2019**

	Program Services				Supporting Services			
	<u>WJOA</u>	<u>Employment and Education Advancement</u>	<u>Dropout Prevention Alternative Education</u>	<u>TANF</u>	<u>Total Program Services</u>	<u>General Administration</u>	<u>Fundraising</u>	<u>Total Supporting Services</u>
<b>SALARIES AND RELATED EXPENSES</b>								
Salaries	\$ 187,372	\$ 5,096	\$ 156,936	\$ 91,036	\$ 440,440	\$ 58,322	\$ 0	\$ 58,322
Payroll Taxes	13,115	280	12,569	7,535	33,499	5,137	0	5,137
Fringe Benefits	33,794	401	15,721	13,302	63,218	25,182	0	25,182
	<u>234,281</u>	<u>5,777</u>	<u>185,226</u>	<u>111,873</u>	<u>537,157</u>	<u>88,641</u>	<u>0</u>	<u>88,641</u>
<b>OTHER EXPENSES</b>								
Program Fees	21,918	0	6,051	4,106	32,075	6,712	0	6,712
Supplies	5,700	2,887	1,547	541	10,675	1,228	27	1,255
Equipment Expense	2,229	0	2,006	114	4,349	684	0	684
Insurance	4,493	95	3,923	1,735	10,246	3,382	0	3,382
Advertising	59	0	130	200	389	1,973	4,112	6,085
Participant Wages and Related Expenses	35,923	6,544	0	0	42,467	0	0	0
Training	979	0	1,641	1,201	3,821	255	80	335
Participant Support	15,447	0	0	0	15,447	0	0	0
Participant Tuition	29,436	0	0	0	29,436	0	0	0
Staff Development and Student Activities	2,780	7,225	5,054	1,944	17,003	280	0	280
Travel	6,712	151	3,658	4,866	15,387	1,042	0	1,042
Communications	4,512	0	1,818	1,353	7,683	1,099	0	1,099
Textbooks	101	0	0	0	101	0	0	0
Scholarships Awarded	0	0	0	0	0	9,520	0	9,520
Professional Fees	801	0	1,054	345	2,200	2,995	0	2,995
Miscellaneous	0	0	0	0	0	412	0	412
Fundraising	0	0	0	0	0	0	987	987
Facilities	33,740	500	2,611	1,800	38,651	3,164	0	3,164
Total	<u>\$ 399,111</u>	<u>\$ 23,179</u>	<u>\$ 214,719</u>	<u>\$ 130,078</u>	<u>\$ 767,087</u>	<u>\$ 121,387</u>	<u>\$ 5,206</u>	<u>\$ 126,593</u>

See accompanying notes and independent auditor's report.

**NEW HAMPSHIRE JAG  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2020 AND 2019**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2020</u>	<u>2019</u>
Change in Net Assets	\$ (66,565)	\$ (92,533)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
(Increase) Decrease in:		
Grants and Accounts Receivable	16,182	19,373
Other Receivables	10,500	117,700
Prepaid Expenses	7,547	(3,808)
Increase (Decrease) in:		
Accounts Payable	(1,707)	(3,844)
Accrued Expenses	<u>(14,917)</u>	<u>1,548</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(48,960)</u>	<u>38,436</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>0</u>	<u>0</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Loan Proceeds	108,500	0
Loan Repayments	<u>0</u>	<u>0</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>108,500</u>	<u>0</u>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	59,540	38,436
<b>BEGINNING CASH AND CASH EQUIVALENTS</b>	<u>130,893</u>	<u>92,457</u>
<b>ENDING CASH AND CASH EQUIVALENTS</b>	<u>\$ 190,433</u>	<u>\$ 130,893</u>
<b>SUPPLEMENTAL DISCLOSURES</b>		
In-kind Contribution	\$ 27,545	\$ 80,912

See accompanying notes and independent auditor's report.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

New Hampshire JAG (the Organization) was organized as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code on January 20, 2000. The Organization was established for the purpose of assisting at-risk and disadvantaged youth in graduating from high school, obtaining a general education degree, obtaining higher education, and finding and keeping quality employment.

The accounting policies of New Hampshire JAG conform to accounting principles generally accepted in the United States of America as applicable to nonprofit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets available for use in general operations and not subject to donor or certain grantor restrictions.

Net assets with donor restrictions: Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give the Organization that is, in substance, unconditional. The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restriction.

Cash and Cash Equivalents

For purpose of the statements of cash flows, cash and cash equivalents consists of demand deposits and cash on hand.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions receivable are considered collectible and expected to be received within one year.

Property and Equipment

Property and equipment are stated at cost or estimated fair market value for donated assets. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Equipment	3-5
Furniture	7

There was no depreciation expense for the years ending June 30, 2020 and 2019.

Bad Debt

The Organization uses the reserve method for accounting for bad debts. No provision has been recorded for bad debts because the Organization believes that outstanding receivables at year end are fully collectible.

Accrued Vacation and Sick Leave

All full time employees are entitled to sick leave time. Vacation days and unused sick leave cannot be accumulated or carried over to the next fiscal year.

Donated Services, Materials and Facilities

Donated facilities, supplies, equipment and staff support are recorded as "in-kind" contributions if the services (a) create or enhance nonfinancial assets of (b) require special skills, are performed by people with those skills, and would otherwise be purchased by the Organization (See Note L)

Fundraising Activities

Fundraising expenses represent the cost of running special events by the Organization and totaled \$8,243 and \$5,206 for the years ending June 30, 2020 and 2019.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$8,288 and \$6,474 for the years ending June 30, 2020 and 2019.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. The Organization allocates expenses based on time and effort as well as based on a percentage allocation. Expenses that are based on time and effort are for payroll, payroll taxes, employee benefits, worker's compensation, and travel. Expenses that are based on percentage allocation are program manager's fringe benefits, office supplies, and liability insurance.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of June 30, 2020 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amount and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Cash, accounts receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassification had no impact on previously reported net assets.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has implemented ASU 2016-14 and adjusted the presentation of these financial statements accordingly.

**NOTE B – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Financial assets in excess of daily cash requirements are invested in money market accounts.

The following table reflects the Organization’s financial assets as of June 30, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions and other obligations.

Financial assets available for general expenditures, reduced by donor or other restrictions limiting their use, with one year of the balance sheet date, comprise the following:

	<u>2020</u>	<u>2019</u>
Cash	\$ 190,433	\$ 130,893
Accounts Receivable	16,374	32,556
Contributions Receivable	<u>-0-</u>	<u>10,500</u>
Total Financial Assets	206,807	173,949
Less:		
Net Assets with Donor Restrictions	<u>(75,251)</u>	<u>(98,925)</u>
Financial Assets Available to Meet Cash Needs for General Expenditure within One Year	<u>\$ 131,556</u>	<u>\$ 75,024</u>

In the event of an unanticipated liquidity need, the Organization also could draw upon \$75,000 of its available line of credit, as further discussed in Note F.

**NOTE C – SIGNIFICANT CONCENTRATION OF CREDIT RISK**

The Organization maintains its cash balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of June 30, 2020 and 2019. The bank balances may, at times, materially exceed federally insured limits. The Organization has not experienced any losses on such accounts. The Organization had no uninsured cash balances as of June 30, 2020 and 2019.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE D – ACCOUNTS RECEIVABLE**

Accounts receivable consists of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Due from Department of Education		
Workforce Innovation and		
Opportunity Act (WIOA)	\$ 2,797	\$ 6,197
TANF Grant	<u>13,577</u>	<u>26,359</u>
Total Accounts Receivable	<u>\$ 16,374</u>	<u>\$ 32,556</u>

**NOTE E – CONTRIBUTIONS RECEIVABLE**

The receivables from unconditional promises to give are expected to be collected within one year and have been recorded at net realizable value, the balance consists of the following June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Employment and Education Advancement	\$ -0-	\$ <u>10,500</u>
Total Contributions Receivable	<u>\$ -0-</u>	<u>\$ 10,500</u>

**NOTE F – LINE OF CREDIT**

The Organization has obtained a line of credit of \$75,000 with a financial institution. Any outstanding balance is payable in full immediately upon demand. If no demand is made by the financial institution, the Organization shall make monthly principal payments equal to the greater of 1/60<sup>th</sup> of the outstanding principal balance, or \$25, plus accrued interest. The terms of the agreement indicate the interest rate on any outstanding balance shall be equal to prime rate, as published daily in the Wall Street Journal, plus 2.00% per annum, floating daily, with a floor of 4.25%. At June 30, 2020 and 2019, the balance on the outstanding line of credit is \$0.

**NOTE G – LONG-TERM DEBT**

At June 30, 2020, the Organization has an unsecured loan outstanding at \$108,500, due to the Small Business Administration (SBA) as part of the Coronavirus Aid Relief and Economic Security Act's Paycheck Protection Program (PPP).

Under the terms of the loan, all payments are deferred for six months through November 2020, with the first monthly payment due December, 22, 2020. The interest rate of the loan is 1% per annum, with seventeen scheduled monthly payments of \$6,107.20 and one final payment of the unpaid balance of principal and interest due May 22, 2022.

The loan terms provide that a portion or the entire loan is forgivable to the extent that Organization uses loan proceeds to fund qualifying payroll, rent and utilities during a designated eight week period. The Organization plans on submitting a request to the SBA for forgiveness of the entire loan balance of \$108,500.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE G – LONG-TERM DEBT (CONTINUED)**

A summary of annual maturities of long-term debt for the five years subsequent to June 2020 follows:

<u>Year</u>	<u>Annual Principal Payment</u>
June 2021	\$ 42,750
2022	65,750
2023	-0-
2024	-0-
2025	-0-
Total	<u>\$ 108,500</u>

**NOTE H – PENSION PLAN**

The Organization has a deferred compensation plan under Section 403(b) of the Internal Revenue Code. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ending June 30, 2020 and 2019, the Organization's contribution to the plan was equal to 3% of each eligible employee's annual salary. The Organization contribution \$4,290 and \$4,137 for the years ended June 30, 2020 and 2019 respectively.

**NOTE I – NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions have been restricted for the following as of June 30, 2020 and 2019:

Alternative Education	\$ 65,379	\$ 56,184
School Fundraising	949	477
Scholarship Funds	5,923	16,375
Employment and Education Programs	3,000	25,889
Total	<u>\$ 75,251</u>	<u>\$ 98,925</u>

**NOTE J – OPERATING LEASES**

During June 2019, the Organization extended its existing office space lease agreement until October 2019. Terms of the agreement included monthly payments of \$740.

Rental expense charged to operations for the year ended June 30, 2020 and 2019 was \$9,297 and \$9,900, respectively.

**NOTE K – ECONOMIC DEPENDENCE**

The Organization's primary source of revenues is fees and grants received from the State of New Hampshire. During the years ended June 30, 2020 and 2019, the Organization recognized revenue of \$359,202 (46.7%) and \$453,505 (56.61%), respectively, from the State of New Hampshire. The Workforce Innovation and Opportunity Act (WIOA) grant agreement has been renewed through June 30, 2021. The Jobs for America's Graduates (TANF) grant agreement had been renewed through June 30, 2020. Revenue is recognized as earned under the terms of the grant contract and is received on a cost reimbursement basis. Other support originates from annual appropriations from the participating school districts, in-kind donations, and other income.

**NEW HAMPSHIRE JAG  
NOTES TO FINANCIAL STATEMENTS  
YEARS ENDED JUNE 30, 2020 AND 2019**

**NOTE L – CONTINGENCIES**

The Organization participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Organization expects such amounts, if any, to be immaterial.

**NOTE M – DONATED SERVICES, MATERIALS AND FACILITIES**

The Organization operates the Workforce Innovation and Opportunity Act Program at various school sites located throughout New Hampshire. As part of the program, the sponsoring school districts provide professional staff support, materials and facilities to the program at no cost to the Organization.

The following amounts of donated services, materials and facilities have been included in these financial statements for the years ending June 30, 2020 and 2019.

	<u>2020</u>	<u>2019</u>
Salaries and Related Expenses	\$ 10,240	\$ 22,901
Program Fees	-	14,175
Supplies	1,000	1,600
Equipment Usage	400	1,900
Participant Support	-	2,250
Travel	-	2,125
Communication	820	1,810
Miscellaneous	-	2,236
Use of Facility	15,085	31,915
Total	<u>\$ 27,545</u>	<u>\$ 80,912</u>

**NOTE N – COVID 19 GOING CONCERN**

On March 11, 2020, the World Health Organization declared the outbreak of a coronavirus (COVID-19) a pandemic. As a result, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact is unknown at this time.

**NOTE O – EVALUATION OF SUBSEQUENT EVENTS**

Subsequent events have been evaluated through September 28, 2020, which is the date the financial statements were available to be issued.



**NEW HAMPSHIRE JOBS FOR AMERICA'S GRADUATES  
BOARD OF DIRECTORS**

<i>Executive Committee</i>	<i>Board Members</i>
<i>Chair</i> Susan Huard Interim Chancellor <i>Community College System of NH</i>	Ryan Clark Regional Director, External Affairs <i>AT&amp;T Services Inc</i>
<i>Treasurer</i> David Plante, CPA <i>Penchansky &amp; Co., PLLC</i>	Christina Cuzzi Senior Mgr, Community Relations <i>Fidelity Investments</i>
<i>Secretary</i> Elena Preston Assistant VP Human Resources <i>NHHEAF</i>	Stephanie Dubois Director of Public Relations <i>Anthem, Inc</i>
<i>Past Chair</i> Robert Stephen <i>Retired</i>	Marc Geaumont Director, Transmission Construction <i>Eversource</i>
	Raquel Gelinias Talent Acquisition Coordinator <i>Red River Technology</i>
	Joshua Reap President & CEO <i>Associated Builders &amp; Contractors NH/VT</i>
	Suzanne Riel Store Manager 8016 <i>Hannaford</i>

# **Jordan Glickman**

## **-Summary**

Youth specialist proficient in classroom management and program delivery in a variety of settings. Works independently and with a wide variety of school personnel and community members. Experience working with students of all learning levels who are facing barriers to success.

## **-Experience**

March 2020 – Current

**NH-JAG, Memorial High School, Manchester NH – Youth Specialist**

- Provides classroom instruction, case management and assistance to youth enrolled in a WIOA program based in a high school setting.
- Assists students with academics, employability skills and career goals.
- Provides all WIOA elements including proper money management and financial literacy.
- Collaborates with teachers, case managers, counselors, and partners.
- Networks with and engages employers to provide work experiences, job shadows, and internships for enrolled students.

March 2019 - March 2020

**Londonderry School District, Londonderry NH – Paraprofessional**

- Worked with developmentally disabled students in classroom environments at middle school and high school levels.

July 2018 - December 2018

**Onepath, North Andover MA – IT Service Coordinator**

- Worked in a team environment providing support and guidance through multiple levels of an IT department.
- Communicated with end users and provided insight and prompt fixes as needed.

September 2017 - June 2018

**Memorial High School, Manchester NH - Paraprofessional**

- Worked one-on-one in classroom settings with developmentally disabled students.

## **-Education**

December 2019 – Southern New Hampshire University – Bachelor's Degree, Criminal Justice

June 2016 – New Hampshire Technical Institute- Associate's Degree, Criminal Justice

## Qualifications Summary

An experienced administrative healthcare training specialist with strong interpersonal and organizational skills. Detail-oriented with a strong ability to multi-task in a fast-paced environment. Motivated to learn new skills and always up for the challenge. Works well independently and as part of a team.

## Employment History

<i>Youth Specialist</i>	NH-JAG – Concord	2018-Present
<i>Administrative Coordinator</i>	American Red Cross – Concord, NH	2012-2018
<i>Health and Safety Lead Instructor</i>	American Red Cross – Concord, NH	2011-2012
<i>CPR/First Aid and AED Instructor</i>	American Red Cross – Concord, NH	2011-2018
<i>Medical Careers Office Assistant</i>	American Red Cross – Concord, NH	2010-2012

## Education

<i>A.A., Healthcare Administration</i>	University of Phoenix	2011
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## Experience Highlights

- Determining eligibility to Federally funded programming
- Developing recruitment plan to meet contracted enrollment obligations
- Developing training plans for each participant based on their employment and training goals
- Assisting participants with determining barriers to successful training and employment
- Enrolling and supporting participants through LNA training programs
- Networking with local employers to ensure successful employment placement and retention
- Providing continued job support to ensure successful retention of employment
- Working with local education institutions for participants continued education goals
- Documenting participant progress in state Job Match System
- Meeting and exceeding quarterly outcome expectations

## Awards and Certifications

- Attendance at 2020 JAG National Training Seminar
- Jobs for America's Graduates Outstanding Specialist Award recipient 2020
- Attendance at NH WORKS conference 2019
- American Red Cross President's Club 2018
- Know and Tell training, Granite State Children's Alliance 2018
- American Red Cross Chapter Support Award 2011
- American Red Cross Volunteer Appreciation Award 2010

# Courtney Frederick

## *Work Experience*

- NH Jobs for America's Graduates** 2015–Present  
**Program Manager**  
Oversight of Workforce Innovation and Opportunity Act (WIOA) Youth funded In and Out of School Programs  
Oversight of Temporary Assistance for Needy Families (TANF) funded In School Programs  
Data management oversight for multiple databases for all NH-JAG sites  
Training new Youth Specialists on JAG procedures and policies  
Building and maintaining relationships with partner agencies  
**JAG Youth Specialist, Concord, NH**  
Implementation of a new JAG program at Concord High School  
Collecting and reporting outcome data for funding sources  
Adapting national JAG curriculum to fit the needs of students at Concord High School  
Teaching career readiness and life skills in a classroom setting to high school students  
Advocating for students of the NH-JAG program with Concord High School staff and administration  
Networking to organize guest speakers/field trips for students and ensure employment and further educational opportunities for students
- Estate Preservation & Planning Law Office** 2017  
**Funding Coordinator, Milford, NH**  
Part-time Paralegal for Estate Planning law firm  
Analyzing client assets and completing asset alignment plans to ensure transfer of clients' assets to revocable trusts  
Drafting documents to reassign business ownership; drafting real property deeds
- Southern New Hampshire Services** 2012–2015  
**NHEP Employment Counselor Specialist, Claremont, NH** 2014–2015  
Met state targeted monthly participation rate throughout employment  
Completed weekly new client orientations, reviewing all policies, procedures, and benefits  
Providing employment counseling to NHEP participants and assisting participants with addressing barriers to employment  
Development and implementation of Employability Plans with participants  
**YouthBuild Case Manager, Manchester, NH** 2012-2014  
Participating as a member of the YouthBuild management team in new program development and implementation  
Overseeing recruitment, interviews, determination of eligibility  
Meeting with team members and clients to implement goal plans based on clients' needs, interests, and abilities  
Conducting individual and group counseling sessions with clients  
Developing and implementing suicide prevention protocols  
Responsible for reporting statistics on outcomes to funding sources  
Successfully collected follow-up data with all clients for the year following completion
- Shift Manager** 2011–2012  
**Ruby Tuesdays, Portsmouth, NH**  
Supervision of 10-15 employees during any given shift, regularly meeting target labor cost  
Training all new front of house employees, assisting senior management with updating training materials
- Education**
- Certificate in Paralegal Studies, Boston University, 3.9 GPA** August 2017  
**Masters of Arts in Justice Studies, University of New Hampshire, 3.4 GPA** May 2011  
Completion of introductory study on Probation and Parole Officer Stress and Job Satisfaction in New Hampshire  
Research assistant in the UNH Family Studies Department for exploratory research of Boy Scouts of America sexual molestation files; Presented at the International Family Violence and Child Victimization Research Conference, 2010
- Bachelor of Arts in Social Work, University of New Hampshire, 3.8 GPA** May 2006  
Summa Cum Laude  
Dual major in Justice Studies  
Internships with NH DHHS Division for Children, Youth, and Families and Division for Juvenile Justice Services
- Awards/Certifications**
- Connect Suicide Prevention Program Trainer** 2014  
**Child Welfare Training Grant Recipient** 2005-2006  
New Hampshire Department of Health and Human Services, Division for Children, Youth and Families

# Janet M. Arnett

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## **Executive Director: New Hampshire Jobs for America's Graduates: 2017-Present**

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Responsible for the overall leadership and management of the organization and systems and people that are essential in operating program applications based on the Jobs for America's Graduates (JAG) model. Well versed in the delivery of a national model emphasizing pre-employability skill building and workforce development. Experienced WIOA Youth site manager, successfully implementing federally funded employment training program at multiple locations. Advocates and works collaboratively with public and private community leaders, employers, school administrators and other service providers.

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## **Experience**

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2006 to July 2017                      New Hampshire – Jobs for America's Graduates                      Manchester, NH

### **Program Manager**

Responsible for implementation of national Jobs for America's Graduates (JAG) model at multiple sites across New Hampshire including direct supervision, staff recruitment, training and evaluations to meet funding requirements and performance standards.

- Coordination of all operations of middle school, high school and alternative education programs including oversight, documentation, data gathering and grant reporting.
- Expert knowledge of both NH Eteams (WIOA) and JAG E-NDMS data systems ensuring accuracy to meet federal and state requirements.
- Instrumental in establishing the Appalachian Mountain Club/NH-JAG summer trails program.
- Program design and implementation of federally funded (WIA) ARRA Summer Youth Employment Program – summer 2009.
- Regular attendance at state and national trainings and conferences including JAG National Training Seminars, JAG Management Development Institute, NHMEP conference: Pathways to Success, Connecting Manufacturing to Education and annual NHWORKS and Shared Youth Vision conferences.
- Provided leadership in implementing new dropout prevention programs.
- Coordinated groups of Specialists and students attending NH State Senate hearings in support of Senate Bill 18.
- Presenter: Governor's Summit on High School Graduation 2009.

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2004 to 2006                              Concord Regional Technology Center                              Concord, NH

### **Educational Assistant**

- Provided technical assistance to chef instructor of comprehensive culinary arts program for high school juniors and seniors working toward continuous improvement of career focused program.

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2003 to 2004                              Mountain View Grand Resort & Spa                              Whitefield, NH

### **Training Manager**

- Successfully implemented a company-wide structure and training plan to develop more than 100 employees during MVG's grand opening year.

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## **Education**

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Bachelor of Science – **Human Resources and Training**, *Summa Cum Laude*  
Granite State College, University System of New Hampshire

Associate of Science – **Culinary Arts**, *Cum Laude*  
Johnson & Wales University, Providence, Rhode Island

Terry Sciuto  
Finance Manager

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## SUMMARY

Extensive background and experience in accounting and office administration including grants management, financial reporting, budgeting, payroll and benefits. Knowledge of non-profit and fund accounting, budget management and grant billing processes.

## EXPERIENCE

New Hampshire Jobs for America's Graduates – Manchester, NH 7/05 to present  
**Finance Manager**

Responsible for all fiscal operations and management of administrative and computer systems.

- In charge of GL, AP, AR, payroll, grant management, purchasing and benefit administration.
- Prepare financial reports, budgets and contract bids.
- Responsible for cash management, banking relations and company related insurances.
- Reconcile general ledger accounts and bank statements.
- Perform month-end closings and annual audit preparation.
- Work with the Fundraising Committee on special events and other fundraising activities.
- Manage and maintain all office & computer systems.

New Hampshire Public Radio, Inc - Concord, NH 10/98 to 12/04  
**Director of Finance**

Managed all accounting functions through financial statements. Promoted from Accounting Mgr. in 2002.

- Responsible for GL, AP, AR, cash & grants management, budgeting and forecasting.
- Prepared various financial, cash flow & budget reports for management and the Board of Trustees.
- Reconciled general ledger accounts, bank statements and month-end closings.
- Handled credit collections and greatly reduced the number of delinquent accounts.
- Compiled and verified all financial data for yearly audit.

System Development Co of NH, Inc - Manchester, NH 1993 to 1998  
**Accounting Manager**

Managed all accounting functions through trial balance.

- In charge of GL, AP, AR, payroll, job cost, credit collections, and employee benefits.
- Handled closing activities and prepared financial statements.
- Provided management with various sales, cash flow & budget reports.
- Reconciled general ledger accounts and bank statements.
- Prepared payroll tax returns, maintained personnel records and administered benefits.
- Established credit terms with vendors and improved company's credit rating.
- Compiled and verified all financial data for yearly audit.

Advanced Maintenance Products Company - Manchester, NH 1990 - 1992  
**Full Charge Bookkeeper**

In charge of all accounting functions through trial balance.

- Handled credit collections and prepared state sales tax returns.
- Prepared various customized sales reports for Management.
- Reconciled bank statements and general ledger accounts.

## EDUCATION

University of New Hampshire, Manchester - *Accounting for Small Business*  
Merrimack College, North Andover, MA - *Accounting*

NH JAG WIOA Staff

Position	Name	Amount paid under this contract		
		Year 1	Year 2	Year 3
Youth Specialist - ISY	Jordan Glickman	34,500	35,535	36,601
Youth Specialist - Concord OSY	Stacey Venne	35,000	36,050	37,132
Youth Specialist - Berlin OSY	<i>Open position</i>	33,500	35,000	36,050
Youth Specialist - Keene OSY	<i>Open position</i>	33,500	35,000	36,050
Youth Specialist - Lakes Region	<i>Open position</i>	33,500	35,000	36,050
Program Assistant - Concord OSY	<i>Open position</i>	11,500	11,845	12,200
Program Assistant - Berlin OSY	<i>Open position</i>	11,500	11,845	12,200
Program Assistant - Keene OSY	<i>Open position</i>	11,500	11,845	12,200
Program Assistant - Lakes Reg OSY	<i>Open position</i>	11,500	11,845	12,200
Program Manager	Courtney Frederick	46,400	47,792	49,226
Executive Director	Janet Arnett	10,000	10,000	10,000
Fiscal Manager	Terry Sciuto	10,000	10,000	10,000