



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



June 12, 2024

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, Office of Workforce Opportunity to enter into a contract with Jobs for America’s Graduates – New Hampshire (JAG) (VC#158930), Concord, NH in the amount of \$2,725,000 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, 2024 through June 30, 2027 upon Governor and Council approval. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026 and 2027, 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
2025	102-500731	Contracts for Program Services	908,333.34
2026	102-500731	Contracts for Program Services	908,333.33
2027	102-500731	Contracts for Program Services	908,333.33
Total:			\$2,725,000

EXPLANATION

The Office of Workforce Opportunity is the state grant recipient for WIOA Title I Federal Funds awarded by the US Department of Labor (DOL) – Employment and Training Administration. On January 26, 2024, the WIOA In-School-Youth and Out-Of-School-Youth Program Request for Proposals for services at Manchester Memorial High School ISY, Lakes Region OSY, Keene OSY and Concord OSY was issued on behalf of the State Workforce Innovation Board, which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds. Board members are appointed by the Governor.

A selection committee comprised of two board members and one staff to the board (Schedule #2) reviewed and scored the proposals (Schedule #1). The committee identified the proposals from JAG to be the most in line with the scope and deliverables outlined and therefore ranked their submission the highest. Scoring is included as Schedule #3.

100 North Main Street, Suite 100
Concord, New Hampshire 03301

603.271.2341

visitnh.gov nheconomy.com choosenh.com

For the past 20 years, JAG has helped connect thousands of youth and young adults with careers in NH-based companies. Through comprehensive services spanning academic instruction, vocational training, job placement assistance, and holistic support, JAG has empowered tens of thousands of youth and young adults to overcome obstacles, unlock their potential, and achieve success in their academic and professional pursuits. With a team of passionate career specialists, directors, and mentors, JAG creates a nurturing and supportive environment where our participants can thrive, grow, and build brighter futures.

JAG programs are designed to equip individuals with the skills, resources, and support needed to succeed in the workforce and achieve their career goals. They offer comprehensive services tailored to the needs of youth, including career exploration, education and training opportunities, work experience, and supportive services to remove barriers to success. They integrate skill building approaches such as job shadowing, internships, apprenticeships, and industry recognized certifications as well as provide hands-on learning experiences that prepare youth for in demand careers in high-growth industries.

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 blue ink, appearing to read 'Taylor Caswell', is written over a faint, light blue rectangular stamp or watermark.

Taylor Caswell
Commissioner

**Department of Business and Economic Affairs
Office of Workforce Opportunity
Workforce Innovation and Opportunity Act (WIOA) Youth Programs
(In-School and Out-of-School)
Proposal Content Requirement**

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

1. Proposal Cover Sheet	Appendix A	Required	Pass/Fail
2. Table of Contents	with Page Numbers	Required	Pass/Fail
3. Abstract/Executive Summary	Max. one (1) Page	Required	Pass/Fail
			100 Point Total
4. Proposal Narrative		Required	80 Point Total
A. Experience and Qualifications	Max. Eight (8) Pages	"	15 Points (of 80)
B. Program Service Delivery Model	Max. Eight (8) Pages	"	20 Points (of 80)
C. Performance Accountability	Max. Four (4) Pages	"	15 Points (of 80)
D. Partnerships & Community Engagement	Max. Two (2) Pages	"	15 Points (of 80)
E. Technology, Data, & Reporting	Max. Two (2) Pages	"	10 Points (of 80)
F. Timeline	Max. Two (2) Pages	"	5 Points (of 80)
5. Contractor Cover Sheet	Appendix B	Required	Pass/Fail
6. Proposal Budget		Required	20 Point Total
A. Fiscal Capabilities	Max. Eight (8) Pages	"	
B. Budget Worksheet	Appendix C	Required	
7. Staff Job Descriptions	Appendix D	Required	Pass/Fail
8. State Assurances and Certification	Appendix E	Required	Pass/Fail
9. WIOA Assurances and Certification	Appendix F	Required	Pass/Fail
10. Roles & Responsibilities of the Title I Youth Service Provider	Appendix G	Required	Pass/Fail
11. Conflict of Interest	Appendix H	Required	Pass/Fail
12. Miscellaneous	Max. Five (5) Pages	Optional	

Note: Scoring calculation - Item 4 is worth 80 points and item 6 is worth 20 points = 100 x 3 scorers = 300

**Department of Business and Economic Affairs
Office of Workforce Opportunity
Workforce Innovation and Opportunity Act (WIOA) Youth Programs
(In-School and Out-of-School)
Scorer Information**

Schedule #2

The following State Workforce Innovation Board members and staff to the Board performed the scoring for this Request for Proposal

Scorers:

- **Chase Hagaman- Director of the Division of Economic Development**
 - Mr. Hagaman was previously the deputy director of the Governor's Office for Emergency Relief and Recovery (GOFERR). As deputy director, Hagaman led the GOFERR team in the deployment of over \$2 billion in federal relief funds throughout New Hampshire, helping businesses and communities continue their economic recovery from the impacts of the COVID-19 pandemic. Prior to joining GOFERR, Hagaman was the director of Strategic Initiatives and New England regional director of The Concord Coalition. He is a member of the New Hampshire Bar and is an alumnus of, and adjunct professor at, the University of New Hampshire Franklin Pierce School of Law, where he teaches a course on federal budget policy. Active in his community, he has served in roles at the municipal level, including the Portsmouth Zoning Board of Adjustment.

- **Bruce Crochetiere -Founder and shareholder of Focus Technology Solutions.**
 - Founded in 1997, where Bruce was CEO until 2017, Focus Technology Solutions is New England's preferred partner for managed information technology services. Bruce is also the managing partner of the Alysam Group, a consulting and investment firm; has been an Adjunct professor and serves on several New Hampshire State Boards. Bruce holds a BSBA from the University of Lowell, an MBA from Southern NH University, and a DBA from Walden University. In his spare time, he enjoys attending his daughter's college sports. Bruce was appointed to the State Workforce Innovation Board in 2022.

- **Mr. Joseph Doiron – Director of Workforce Development, Office of Workforce Opportunity**
 - Mr. Doiron has worked for the Department of Business and Economic Affairs, Office of Workforce Opportunity for 3 ½ years. He has been the Director of Workforce Development at OWO for almost three years. Previously he served as Deputy Director for the Governor's Office of Emergency Relief and Recovery (GOFERR) and as Deputy Director of the Office of Strategic Initiatives. Mr. Doiron has a master's degree in public administration from Norwich University and a B.A. in Political Science from New England College.

**Department of Business and Economic Affairs
Office of Workforce Opportunity
Workforce Innovation and Opportunity Act (WIOA) Youth Programs
(In-School and Out-of-School)
RFP Scoring Results**

Schedule #3

Proposer	Experience & Qualifications 45pt	Program Service Delivery Model 60pt	Performance Accountability 45pt	Partnerships & Community Engagement 45pt	Technology, Data & Reporting 30pt	Timeline 15pt	Budget 60pt	Total 300pt	Amount	Funded (Yes/No)
International Institute of New England ISY & OSY	37	44	34	36	24	13	46	234		No
My-Turn North & South ISY	45	55	39	40	28	12	52	271	\$102,850	Yes
My-Turn HiSet ISY	45	55	39	40	28	12	52	271	\$110,850	Yes
My-Turn Statewide OSY	42	45	38	35	28	12	52	252	\$97,375	Yes
My-Turn Manchester OSY	45	55	39	40	28	12	52	271	\$197,250	Yes
My-Turn Nashua OSY	45	55	39	38	28	12	52	269	\$199,750	Yes
My-Turn Rochester OSY	45	54	39	40	28	12	52	270	\$91,400	Yes
JAG NH Hopkinton ISY	39	45	37	32	25	11	52	241		No
JAG NH Manchester Memorial ISY	43	48	37	35	27	11	52	253	\$187,996	Yes
JAG NH Concord OSY	42	47	38	31	27	11	52	248	\$214,165	Yes
JAG NH Keene OSY	42	47	38	34	27	11	52	251	\$214,910	Yes
JAG NH Lakes OSY	42	48	37	34	27	11	52	251	\$186,868	Yes
JAG NH Seacoast OSY	39	45	36	31	25	11	52	239		No

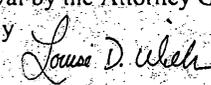
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Suite 100. Concord, New Hampshire 03301	
1.3 Contractor Name Jobs for America's Graduates- New Hampshire (JAG-NH)		1.4 Contractor Address 20 Foundry St. 2nd Floor Concord, NH 03301	
1.5 Contractor Phone Number 603.491.8330	1.6 Account Unit and Class 14530000-102	1.7 Completion Date 6/30/2027	1.8 Price Limitation 2,725,000.00
1.9 Contracting Officer for State Agency Joseph Doiron		1.10 State Agency Telephone Number 603.271.0416	
1.11 Contractor Signature  Date: 5/9/24		1.12 Name and Title of Contractor Signatory Nicholas Resca, Executive Director	
1.13 State Agency Signature  Date: 6/5/2024		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
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  On: June 5, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials *WNR*
Date *1/12/21*

EXHIBIT A

SPECIAL PROVISIONS

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

As a condition of this contract agreement, JAG-NH (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) Quarterly programmatic reports are due to OWO by the 30th of the month following a quarter end. The narrative report shall provide updates on 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 and reference the appropriate Stephens Amendment language:
"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.
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:** JAG-NH 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, JAG-NH 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:

- (a) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and;
- (b) 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.
- (c) 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

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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:

- (a) The percentage of the total costs of the program or project which will be financed with Federal money;
- (b) The dollar amount of Federal funds for the project or program; and
- (c) 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

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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 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

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

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, 2024 - June 30, 2027**

Subrecipient: **Jobs for America's Graduates - New Hampshire (JAG-NH)**

SCOPE OF SERVICES

This cost reimbursement Agreement for services between JAG-NH and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2024, and terminating on June 30, 2027, 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 \$2,725,000.00 and shall be expended consistent with an approved line-item budget, which shall be negotiated annually with BEA/OWO. Line-item budgets shall be established upon receipt of grant funds from USDOL, for each program year covered under this Agreement.

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 RFP# DBEA 2024-09 for the WIOA In-School-Youth (ISY) and Out-Of-School-Youth (OSY) Program, released 1/26/2024.

As a condition of this Agreement, JAG-NH 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.

JAG-NH shall operate WIOA Youth programs at agreed upon sites consistent with the policy and procedures approved by BEA/OWO, and/or the US Department of Labor and the terms and conditions as specified in RFP #DBEA 2024-09 for the WIOA In-School-Youth and Out-Of-School-Youth Program, released 1/26/2024. Sites: Concord, Keene, Lakes Region OSY and Manchester Memorial High School. ISY and/or in accordance with US DOL WIOA Youth program incorporated by reference into this Agreement.

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

Deliverables

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

Site	Program	Enrollment Goal
Manchester Memorial	In-School Youth	20
Concord	Out-of-School Youth	15
Keene	Out-of-School Youth	20
Lakes Region	Out-of-School Youth	15

3. WIOA Youth Program Performance Goals are established by USDOL on an annual basis. JAG-NH 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 JAG-NH annually for each of the program years covered under this Agreement.

WIOA Performance Measures	New Hampshire Final Negotiated Goals	
	PY 23	PY 24 & PY 25
WIOA Youth		
Employment (Second Quarter after Exit)	71.0%	To be determined
Employment (Fourth Quarter after Exit)	70.5%	To be determined
Median Earnings	\$4,600.00	To be determined
Credential Attainment Rate	70.5%	To be determined
Measurable Skill Gains	64.0%	To be determined

4. Staffing Requirements – JAG-NH will maintain a staffing level adequate to effectively manage the WIOA Youth sites consistent with the requirements outlined in the RFP. JAG-NH shall submit for 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. WIOA requires that states report on customer satisfaction annually. JAG-NH will be responsible for implementing the customer satisfaction process that OWO develops, track results, and report outcomes. JAG-NH will also be responsible for compiling an annual report on this topic to be submitted to OWO no later than August 15th of each program year.
6. Reporting Requirements –

Programmatic

- (a) Quarterly programmatic reports are due to OWO by the 30th of the month following a quarter end. The narrative report shall provide updates on new enrollments 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) The subrecipient staff will provide 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).

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

- (c) Subrecipients will be required to use JMS tracking and performance report modules to manage system performance at the local level.
- (d) Subrecipients will be required to use Future Works to analyze data on a monthly, quarterly and yearly basis and to assist with the attainment of performance goals.
- (e) 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 sites/subrecipients will have six months from date of Governor and Council approval to meet their PY24 enrollment goals. All subrecipients will be subject to renegotiation of the contract award amount if the new enrollment goal has not been met annually.
- (f) A written year-end program, fiscal, and performance report is due to OWO no later than the last day of July following the program year-end date.
- (g) Corrective action reports as deemed necessary.
- (h) Each location shall submit a minimum of two participant success stories when requested by OWO (triennially to be submit to the SWIB).
- (i) Ad-hoc reports requested by BEA /OWO 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/OWO.
- (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/OWO 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 subrecipient 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 subrecipient 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 subrecipient, if such adjustments are deemed necessary to meet program objectives.

6. System management requirements and reporting, the JAG-NH shall:

- (a) Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.
- (b) Maintain participant files in the Job Match electronic case management system as it complies with rules and regulations, and BEA/OWO procedures and policies.

- (c) 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/OWO policy and procedures.
- (d) Notify BEA/OWO in writing of any JMS case management system problems, or any other system management issues that may interfere with the subrecipient's ability to monitor and/or report on local performance in a timely manner.
- (e) Comply with all established reporting requirements, ensuring accurate and timely submissions.
- (f) System Requirements – JAG-NH shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System. JAG-NH shall also be responsible for maintaining adequate system requirements as defined by NH DoIT in order to be provided a VPN to access the Job Match Case Management System.
- (g) 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. JAG-NH staff will be responsible for the accuracy of the data that is being reported. JAG-NH should institute specific policies to verify the data being reported including but not limited to Internal data validation and monthly Quality Review Analysis. If it is found that data being reported is inaccurate based on regulations and/or policies, BEA/OWO can mandate that staff be provided case management training which shall be paid for by JAG-NH.

EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

Agreement Period: **July 1, 2024 - June 30, 2027**

Subrecipient: **Jobs for America's Graduates – New Hampshire (JAG-NH)**

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 JAG-NH'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 JAG-NH up to a maximum total payment of \$2,725,000.00.
3. Payments for services under this Agreement are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period.
4. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.
5. Expenditures shall be in accordance with the approved line-item budget negotiated between JAG-NH and BEA/OWO. JAG-NH 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. Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.
 - (a) At a minimum, all invoices shall be submitted in a format that includes the subrecipients organization information, date of the invoice, due date, an invoice number, the services provided (including CFDA# 17.259), the BEA/OWO assigned agreement number, the time period under which those services were provided, and the amount due.
7. JAG-NH agrees that all financial reports/invoices shall at a minimum be itemized by in-school and out-of-school administrative and program costs.
8. Reporting Administration Costs separate from program Costs consistent with federal cash management policies and procedures.
9. WIOA does not require the use of accrual accounting, however, accrual reporting is required by US Department of Labor and therefor accruals must be included on all invoices for reimbursement.

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10. JAG-NH 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 JAG-NH 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.)
11. An authorized representative of the subrecipient must sign request(s) for payment.
12. Payments may be withheld pending receipt of required deliverables as defined in Exhibit B of this contract.
13. 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.
14. Request(s) for payment for services performed shall be payable to JAG-NH in accordance with the State of NH's 30-day statutory payment schedule.

Invoices shall be sent to: Melissa.C.Carter@livefree.nh.gov
Office of Workforce Opportunity
100 N. Main Street
Concord, NH 03301

Payment shall be made to: JAG-NH
20 Foundry Street
Concord, NH 03301
Attention: Fiscal Administrator

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

JAG-NH Initials MWR

Date 5/9/24

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

20. JAG-NH 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. JAG-NH's use of funds in this Agreement must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.
23. JAG-NH 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. JAG-NH must review any proposed costs outside of the approved line-item budget with BEA/OWO for final approval.
24. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 list the required One-Stop partners; of which include, but are not limited to:

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

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

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

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 - SUBRECIPIENTS

Programs (indicate applicable program covered):

Title I Workforce Innovation and Opportunity Act (WIOA) Programs

Agreement Period: July 1, 2024, through June 30, 2027

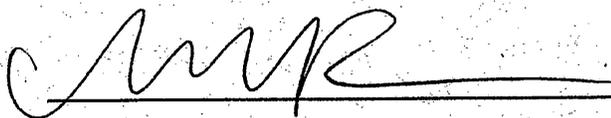
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-subrecipient).

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-subrecipient), 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.



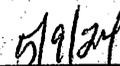
(Subrecipient Representative Signature)

Nicholas Resca, Executive Director

(Authorized Subrecipient Representative Name & Title)

Jobs for America's Graduates – New Hampshire (JAG-NH)

(Subrecipient Name)



(Date)

JAG-NH Initials 

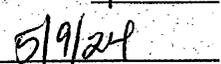
Date: 

EXHIBIT E

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Business and Economic Affairs (BEA) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when BEA determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BEA may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to B E A to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by BEA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of 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 (1)(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

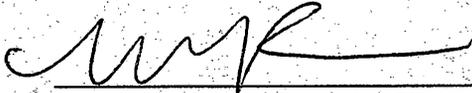
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (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 -

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

Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Subrecipient Representative Signature)

Nicholas Resca, Executive Director

(Authorized Subrecipient Representative Name & Title)

Jobs for America's Graduates – New Hampshire (JAG-NH)

(Subrecipient Name)

5/9/24

(Date)

EXHIBIT F

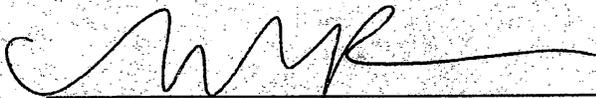
**CERTIFICATION REGARDING
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973,
as
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990**

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 Americans 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)).



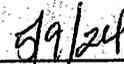
(Subrecipient Representative Signature)

Nicholas Resca, Executive Director

(Authorized Subrecipient Representative Name & Title)

Jobs for America's Graduates -- New Hampshire (JAG-NH)

(Subrecipient Name)



(Date)



EXHIBIT G

**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 Subrecipient and sub subrecipients 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 Subrecipient's business associate agreements with Subrecipient'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) Segregation. If any term or condition of this Exhibit G or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit G are declared severable.
- (f) Survival. Provisions in this Exhibit G regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

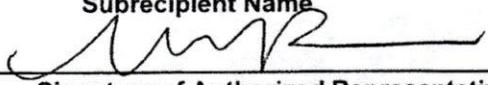
NH Department of Business and Economic Affairs	Jobs for America's Graduates –New Hampshire (JAG-NH)
The State Agency Name	Subrecipient Name
	
Signature of Authorized Representative	Signature of Authorized Representative
Taylor Caswell, Commissioner, BEA	Nicholas Resca, Executive Director
Name of Authorized Representative	Name of Authorized Representative
6/6/2024	5/9/24
Date	Date

EXHIBIT H

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

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

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

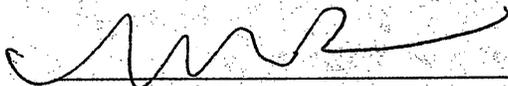
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

The Subrecipient identified in Section 1.3 of the General Provisions agrees to comply with the provisions of

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

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



(Subrecipient Representative Signature)

Nicholas Resca, Executive Director

(Authorized Subrecipient Representative Name & Title)

Jobs for America's Graduates – New Hampshire (JAG-NH)

(Subrecipient Name)

5/9/24

(Date)

JAG-NH Initials NKR

Date: 5/9/24

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 X

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

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

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

YES _____

NO _____

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

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

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

Name:	Amount:
Name	Amount:

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 GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF LABOR - SUBRECIPIENT

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-subrecipients), 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.

1. 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—
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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—
 - i. Abide by the terms of the statement; and
 - ii. 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 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—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as

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

- amended; or
 - ii. 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).
2. 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: 20 Foundry St. 2nd Floor, Concord, NH 03301 and at Various locations throughout the State;

Period Covered by this Certification: From: July 1, 2024 To: June 30, 2027

Subrecipient Name: Jobs for America's Graduates – New Hampshire (JAG-NH)

Name & Title of Authorized Subrecipient Representative: Nicholas Resca, Executive Director

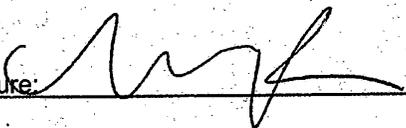
Subrecipient Representative Signature:  **Date:** 5/9/24

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.



Nicholas Resca, Executive Director

(Subrecipient Representative Signature)

(Authorized Subrecipient Representative Name & Title)

Jobs for America's Graduates – New Hampshire (JAG-NH)

(Subrecipient Name)

5/9/24

(Date)



5/9/24

State of New Hampshire

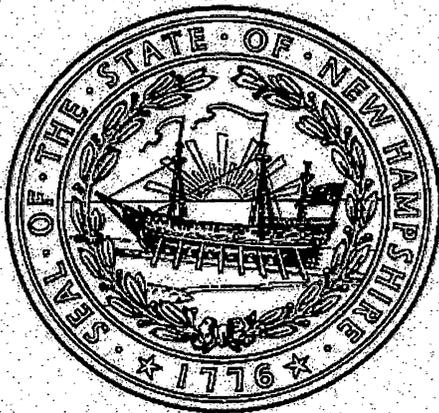
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JOBS FOR AMERICA'S GRADUATES - NEW HAMPSHIRE (JAG-NH) 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 : 0006685484



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



Corporate Resolution

I, Ryan Clark, hereby certify that I am duly elected Chairman of **Jobs for America's Graduates - New Hampshire (JAG-NH)**. I hereby certify the following is a true copy of a vote taken of the Board of Directors, duly called and held on May 7, 2024, at which a quorum of the Directors were present and voting.

VOTED: That Nick Resca, Executive Director is duly authorized to enter into contracts or agreements on behalf of JAG-NH 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 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 listed above currently occupies the position 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 stated herein.

DATED: 5/9/2024

ATTEST:

A rectangular box containing a handwritten signature in black ink, which appears to be 'Ryan Clark'.

Ryan Clark, Chairman

Jobs for America's Graduates - New Hampshire | 1 Horseshoe Pond Lane, Suite 2
Concord, NH 03301

www.jagnh.org | info@jagnh.org | 603-491-8330

NEW HAMPSHIRE JAG
FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NEW HAMPSHIRE JAG
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YEARS ENDED JUNE 30, 2023 AND 2022

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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
Concord, New Hampshire

Opinion

We have audited the accompanying financial statements of New Hampshire JAG (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

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, 2023 and 2022, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of New Hampshire JAG and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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 and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about their ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 New Hampshire JAG's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about New Hampshire JAG's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

David A. Creed
Certified Public Accountant
November 13, 2023

**NEW HAMPSHIRE JAG
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022**

ASSETS	<u>2023</u>	<u>2022</u>
Current Assets		
Cash and Cash Equivalents	\$ 208,788	\$ 278,408
Accounts Receivable	0	11,831
Prepaid Expenses	<u>8,852</u>	<u>3,884</u>
Total Current Assets	217,640	294,123
Property and Equipment at Cost, Net of Accumulated Depreciation	<u>0</u>	<u>0</u>
Total Assets	\$ <u>217,640</u>	\$ <u>294,123</u>
 LIABILITIES AND NET ASSETS		
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 595	\$ 3,267
Accrued Expenses	<u>10,014</u>	<u>10,059</u>
Total Current Liabilities	10,609	13,326
Other Liabilities		
PPP Loan - Refundable Advance	<u>0</u>	<u>0</u>
Total Liabilities	10,609	13,326
 NET ASSETS		
Without Donor Restrictions	73,609	96,765
With Donor Restrictions	<u>133,422</u>	<u>184,032</u>
Total Net Assets	<u>207,031</u>	<u>280,797</u>
Total Liabilities and Net Assets	\$ <u>217,640</u>	\$ <u>294,123</u>

See Accompanying Notes And Independent Auditor's Report.

**NEW HAMPSHIRE JAG
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2023**

PUBLIC SUPPORT AND REVENUE	Without Donor Restrictions	With Donor Restrictions	Total 2023
Fees and Grants from Government Agencies	\$ 324,607	\$ 0	\$ 324,607
Contributions and Grants	11,738	213,750	225,488
Interest Income	303	0	303
In-Kind Donations	0	0	0
Fundraising Events	<u>56,605</u>	<u>0</u>	<u>56,605</u>
Total	393,253	213,750	607,003
Net Assets Released from Restrictions	<u>264,360</u>	<u>(264,360)</u>	<u>0</u>
Total Public Support and Revenue	657,613	(50,610)	607,003
 EXPENSES			
Program Services			
Workforce Innovation and Opportunity Act	324,620	0	324,620
Employment and Education Advancement	15,616	0	15,616
Dropout Prevention Alternative Education	<u>201,938</u>	<u>0</u>	<u>201,938</u>
Total Program Services	542,174	0	542,174
Supporting Services			
General Administration	138,143	0	138,143
Fundraising	<u>452</u>	<u>0</u>	<u>452</u>
Total Supporting Services	<u>138,595</u>	<u>0</u>	<u>138,595</u>
Total Expenses	<u>680,769</u>	<u>0</u>	<u>680,769</u>
Change in Net Assets	(23,156)	(50,610)	(73,766)
Net Assets at Beginning of Year	<u>96,765</u>	<u>184,032</u>	<u>280,797</u>
Net Assets at End of Year	<u>\$ 73,609</u>	<u>\$ 133,422</u>	<u>\$ 207,031</u>

See Accompanying Notes And Independent Auditor's Report.

**NEW HAMPSHIRE JAG
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022**

PUBLIC SUPPORT AND REVENUE	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total 2022</u>
Fees and Grants from Government Agencies	\$ 321,503	\$ 0	\$ 321,503
Contributions and Grants	19,120	464,500	483,620
Interest Income	17	0	17
In-Kind Donations	0	0	0
Fundraising Events	<u>9,959</u>	<u>0</u>	<u>9,959</u>
Total	350,599	464,500	815,099
Net Assets Released from Restrictions	<u>480,038</u>	<u>(480,038)</u>	<u>0</u>
Total Public Support and Revenue	830,637	(15,538)	815,099
 EXPENSES			
Program Services			
Workforce Innovation and Opportunity Act	313,250	0	313,250
Employment and Education Advancement	48,430	0	48,430
Dropout Prevention Alternative Education	<u>294,754</u>	<u>0</u>	<u>294,754</u>
Total Program Services	656,434	0	656,434
Supporting Services			
General Administration	96,436	0	96,436
Fundraising	<u>2,541</u>	<u>0</u>	<u>2,541</u>
Total Supporting Services	<u>98,977</u>	<u>0</u>	<u>98,977</u>
Total Expenses	<u>755,411</u>	<u>0</u>	<u>755,411</u>
Change in Net Assets	75,226	(15,538)	59,688
Net Assets at Beginning of Year	<u>21,539</u>	<u>199,570</u>	<u>221,109</u>
Net Assets at End of Year	<u>\$ 96,765</u>	<u>\$ 184,032</u>	<u>\$ 280,797</u>

See Accompanying Notes And Independent Auditor's Report.

**NEW HAMPSHIRE JAG
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023**

	Program Services				Supporting Services		
	Workforce Innovation and Opportunity	Employment and Education Advancement	Dropout Prevention Alternative Education	Total Program Services	General Administration	Fundraising	Total Supporting Services
SALARIES AND RELATED EXPENSES							
Salaries	\$ 153,785	\$ 208	\$ 139,523	\$ 293,516	\$ 70,790	\$ 0	\$ 70,790
Payroll Taxes	12,567	0	11,121	23,688	6,043	0	6,043
Fringe Benefits	21,615	0	18,209	39,824	16,836	0	16,836
	<u>187,967</u>	<u>208</u>	<u>168,853</u>	<u>357,028</u>	<u>93,669</u>	<u>0</u>	<u>93,669</u>
OTHER EXPENSES							
Program Fees	7,177	0	4,497	11,674	2,162	452	2,614
Supplies	1,413	240	411	2,064	2,164	0	2,164
Equipment Expense	0	0	550	550	1,172	0	1,172
Insurance	2,650	0	2,804	5,454	7,535	0	7,535
Advertising	1,400	0	163	1,563	8,342	0	8,342
Participant Wages and Related Costs	27,856	0	19,529	47,385	0	0	0
Training	469	3,422	269	4,160	6,036	0	6,036
Participant Support	10,982	110	0	11,092	0	0	0
Participant Tuition	65,472	0	0	65,472	0	0	0
Staff Development and Student Activities	303	11,636	772	12,711	0	0	0
Travel	3,279	0	1,495	4,774	173	0	173
Communications	2,102	0	695	2,797	2,853	0	2,853
Scholarships Awarded	0	0	0	0	0	0	0
Professional Fees	0	0	0	0	5,229	0	5,229
Miscellaneous	0	0	0	0	908	0	908
Facilities	13,550	0	1,900	15,450	7,900	0	7,900
Total Expenses	<u>\$ 324,620</u>	<u>\$ 15,616</u>	<u>\$ 201,938</u>	<u>\$ 542,174</u>	<u>\$ 138,143</u>	<u>\$ 452</u>	<u>\$ 138,595</u>

See accompanying notes and Independent Auditor's Report.

**NEW HAMPSHIRE JAG
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022**

	Program Services				Supporting Services		
	Workforce Innovation and Opportunity	Employment and Education Advancement	Dropout Prevention Alternative Education	Total Program Services	General Administration	Fundraising	Total Supporting Services
SALARIES AND RELATED EXPENSES							
Salaries	\$ 137,842	\$ 30,903	\$ 215,944	\$ 384,689	\$ 42,346	\$ 0	\$ 42,346
Payroll Taxes	11,709	0	18,339	30,048	7,199	0	7,199
Fringe Benefits	22,497	5,723	16,789	45,009	14,836	0	14,836
	<u>172,048</u>	<u>36,626</u>	<u>251,072</u>	<u>459,746</u>	<u>64,381</u>	<u>0</u>	<u>64,381</u>
OTHER EXPENSES							
Program Fees	7,572	0	8,781	16,353	3,435	41	3,476
Supplies	2,502	71	1,025	3,598	2,050	0	2,050
Equipment Expense	2,018	0	330	2,348	1,205	0	1,205
Insurance	2,277	0	4,725	7,002	5,137	0	5,137
Advertising	1,020	0	491	1,511	1,019	2,500	3,519
Participant Wages and Related Costs	23,256	0	18,916	42,172	0	0	0
Training	375	0	1,437	1,812	4,221	0	4,221
Participant Support	13,128	0	0	13,128	0	0	0
Participant Tuition	72,513	0	0	72,513	0	0	0
Staff Development and Student Activities	0	6,902	1,281	8,183	0	0	0
Travel	4,293	131	1,776	6,200	593	0	593
Communications	2,198	0	1,608	3,806	2,210	0	2,210
Scholarships Awarded	0	4,700	0	4,700	0	0	0
Professional Fees	0	0	312	312	4,385	0	4,385
Miscellaneous	0	0	0	0	750	0	750
Facilities	10,050	0	3,000	13,050	7,050	0	7,050
Total Expenses	<u>\$ 313,250</u>	<u>\$ 48,430</u>	<u>\$ 294,754</u>	<u>\$ 656,434</u>	<u>\$ 96,436</u>	<u>\$ 2,541</u>	<u>\$ 98,977</u>

See accompanying notes and Independent Auditor's Report.

**NEW HAMPSHIRE JAG
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2023 AND 2022**

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2023</u>	<u>2022</u>
Change in Net Assets	\$ (73,766)	\$ 59,688
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
(Increase) Decrease in:		
Accounts Receivable	11,831	(2,898)
Prepaid Expenses	(4,968)	659
Increase (Decrease) in:		
Accounts Payable	(2,672)	2,733
Accrued Expenses	(45)	3,596
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(69,620)</u>	<u>63,778</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>0</u>	<u>0</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds	0	0
Loan Repayments	0	(108,500)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>0</u>	<u>(108,500)</u>
 INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(69,620)	(44,722)
BEGINNING CASH AND CASH EQUIVALENTS	<u>278,408</u>	<u>323,130</u>
ENDING CASH AND CASH EQUIVALENTS	<u>\$ 208,788</u>	<u>\$ 278,408</u>
 SUPPLEMENTAL DISCLOSURES		
In-Kind Contributions	<u>\$ 0</u>	<u>\$ 0</u>

See Accompanying Notes And Independent Auditor's Report.

**NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

New Hampshire Jobs for America's Graduates (New Hampshire JAG) was organized as a nonprofit organization under Section 501 (c) (3) of the Internal Revenue Code in 2000. The mission of New Hampshire JAG is to cultivate youth success through academic, leadership, and workforce opportunities in collaboration with business and community partnerships. By participating in the NH JAG program, young people across the state can explore career opportunities, discover personal strengths, gain confidence, and take pride in their personal achievements.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, in which the Organization is required to report information regarding its financial position and activities according to two classes of net assets: Net Assets without Donor Restrictions and Net Assets with Donor Restrictions. Under the provisions of the pronouncement, net assets, revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The board of directors may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

**NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

Concentration of Credit Risk

The Organization maintains several cash accounts at three area banks. The accounts held at these financial institutions are presently insured by the Federal Deposit Insurance Corporation (FDIC) up to \$ 250,000 per depositor. As of June 30, 2023 and 2022, cash balances were not in excess of insured limits.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501 (c) (5) of the Internal Revenue Code, and classified by the Internal Revenue Service as other than a private foundation.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are charged off to bad debt expense.

Property and Equipment

Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Purchased property and equipment is capitalized at cost. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. The Organization has a capitalization policy for property and equipment valued over \$ 1,000. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, ranging from three to seven years.

Donated Services, Materials and Facilities

Donated services, materials and facilities are recorded as “in-kind” contributions and recognized as revenue when said contributions either (1) create or enhance nonfinancial assets or (2) require specialized skills performed by people that would otherwise be purchased by the Organization.

**NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accrued Vacation and Sick Leave

All full-time employees are entitled to sick leave time. Unused vacation or sick leave days cannot be accumulated or carried over to the next fiscal year.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense totaled \$ 9,905 and \$ 5,030 for the years ended June 30, 2023 and 2022 respectively.

Fundraising Costs

Fundraising costs represent the cost of running special events. Fundraising expense totaled \$ -0- and \$ 2,541 for the years ended June 30, 2023 and 2022 respectively.

Fair Value Measurements

The Organization estimates that the fair value of all financial instruments at June 30, 2023 and 2022, such as cash and cash equivalents, accounts receivable, and accounts payable, none of which is held for trading purposes, does not differ materially from the aggregate carrying values of said financial instruments as reported, due to the short maturities of those instruments. Where applicable, the estimated fair value amounts are determined by the Organization using available market information and appropriate valuation methodologies.

Public Support and Revenue

Contributions and grants are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Allocation of Expenses

The financial statements report certain functional expenses that are attributable to both program and supporting functions and are summarized in the statements of activities. The expenses require allocation on a reasonable basis that is consistently applied and are reported in the statements of functional expenses. The expenses are allocated either directly on the basis of records and other documentation or the utilization of estimates made by management.

**NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

NOTE B - ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Workforce Innovation and Opportunity Act (WIOA)	\$ <u>0</u>	\$ <u>11,831</u>
Total Accounts Receivable	\$ <u>0</u>	\$ <u>11,831</u>

NOTE C – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

Property and equipment as of June 30, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Total Property and Equipment	\$ 3,190	\$ 3,190
Less: Accumulated Depreciation	<u>(3,190)</u>	<u>(3,190)</u>
Net Property and Equipment	\$ <u>0</u>	\$ <u>0</u>

NOTE D – INCOME TAXES

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the organization, including entities exempt from income taxes. Management has evaluated the tax positions taken and concluded that the Organization does not have any significant unrelated business income and has taken no uncertain tax positions that require recognition or disclosure in the financial statements. Therefore, no provision for income taxes has been included in these financial statements.

NOTE E – PENSION PLAN

The Organization established a staff retirement plan under IRC Section 403 (b) effective July 1, 2008. Under the terms of the plan, employee contributions are made through a salary reduction plan. During the years ended June 30, 2023 and 2022, the Organization's contribution to the plan was equal to 3% of each eligible employee's annual salary. The employer plan contributions for the years ended June 30, 2023 and 2022 were \$ 6,207 and \$ 7,252 respectively.

**NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

NOTE F – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization’s financial assets available within one year of the statement of financial position date for general expenditures are as follows:

	<u>2023</u>	<u>2022</u>
Cash and Cash Equivalents	\$ 208,788	\$ 278,408
Accounts Receivable	<u>0</u>	<u>11,831</u>
Total Financial Assets at Year-End	208,788	290,239
Less: Net Assets with Donor Restrictions	<u>(133,422)</u>	<u>(184,032)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures within One Year	\$ <u>75,366</u>	\$ <u>106,207</u>

NOTE G – DONATED SERVICES, MATERIALS AND FACILITIES

The Organization operates the Workforce Innovation and Opportunity Act program at various school sites throughout the state of New Hampshire. As part of the program, the sponsoring school districts provide professional staff support, materials and supplies, and use of their facilities at no cost to the Organization. The total amount of donated services, materials and facilities, recognized as in-kind contributions, for the years ended June 30, 2023 and 2022 were \$ -0- and \$ -0- respectively.

NOTE H – CONTINGENCIES

The Organization participates in several federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The probability that any expenses incurred may be disallowed by the granting agency cannot be determined at this time, with the expectation that any disallowance would be immaterial.

NOTE I – LINE OF CREDIT

The Organization executed a line of credit with a bank, with an origination date of November 23, 2021, for the principal amount of \$ 75,000, for the purpose of working capital funding. The interest rate charged on any outstanding balance shall be equal to the Wall Street Journal prime rate, plus 2% per annum. The interest rate as of June 30, 2023 was 10.25%. The outstanding principal loan balance as of June 30, 2023 and 2022 was \$ -0- and \$ -0- respectively.

**NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022**

NOTE J – PAYCHECK PROTECTION PROGRAM (PPP) LOAN

The Organization executed a promissory note with a bank, dated March 30, 2021, in the principal amount of \$ 108,500, as part of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act (Economic Aid Act), sponsored by the Small Business Administration (SBA). The Organization applied to the lender for full forgiveness of the loan and on October 22, 2021, the loan was forgiven by the SBA, with the principal amount of the loan subsequently remitted by the SBA to the lender. The Organization recognized the PPP loan proceeds as part of Contributions and Grants income in the statement of activities for the year ended June 30, 2022.

NOTE K – LEASE COMMITMENTS

The Organization entered into a sublease agreement on April 1, 2021, whereas the Organization, as tenant, agrees to rent approximately 1,200 square feet of office space located at 1 Horseshoe Pond Lane in Concord, New Hampshire. The term of the sublease is for thirty-six months, with a commencement date of June 1, 2021 and a termination date of May 31, 2024. The tenant agrees to pay an annual rent of \$ 18,000, payable in equal monthly installments of \$ 1,500, along with a security deposit of \$ 1,500. Upon termination of the lease, the lease term will then change to tenant-at-will with a sixty day termination notice. The future minimum lease payments for the sublease agreement are as follows:

Years Ending <u>June 30,</u>	<u>Amount</u>
2024	\$ <u>16,500</u>
Total	\$ <u>16,500</u>

NOTE L – NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions as of June 30, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Alternative Education	\$ 108,266	\$ 159,467
School Fundraising	585	880
Scholarship Funds	17,130	17,128
Employment and Education	<u>7,441</u>	<u>6,557</u>
Total Net Assets with Donor Restrictions	\$ <u>133,422</u>	\$ <u>184,032</u>

NEW HAMPSHIRE JAG
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2023 AND 2022

NOTE M – RECENT ACCOUNTING STANDARDS

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which amends the previous accounting standards for revenue recognition. This standard establishes principles for recognizing revenue upon the transfer of promised goods or services to customers based on the expected consideration to be received. Contributions and investment income are not impacted by this new standard. The Federation adopted this pronouncement for all periods beginning after December 15, 2019 under the modified prospective method. The adoption of ASU 2014-09 did not materially impact the accompanying financial statements or the recognition of revenue therein.

In June 2018, FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)*, which clarifies the criteria for evaluating whether a transaction should be accounted for as a contribution or an exchange transaction and whether a contribution is considered conditional or unconditional. The Federation adopted this pronouncement for all periods beginning after December 15, 2019 under the modified prospective method. The adoption of ASU 2018-08 did not materially impact the accompanying financial statements or the recognition of contributions therein.

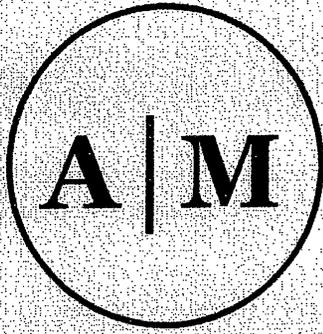
In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*, referred to as ASC 842, which requires that for all leases with terms of more than twelve months at the commencement date, the entity must recognize a right-of-use asset and a lease liability for the term of the lease. The new standard requires lessees to classify all leases as either financing or operating, which is relevant for proper expense recognition. This pronouncement has been adopted by the Organization under the modified retrospective method, effective for the year ended June 30, 2023. The Organization has elected to transition under the effective date method and to implement certain practical expedients identified under ASC 842 to ease the adoption process. The adoption of ASU 2016-02 did not materially impact the accompanying financial statements or the recognition of lease costs therein.

NOTE N – COVID-19 GOING CONCERN

On March 11, 2020, the World Health Organization (WHO) declared the outbreak of the novel coronavirus (COVID-19), a global pandemic. As a result, uncertainties have arisen which are likely to negatively impact net income (increase in net assets). Other financial impacts could occur, though such financial impacts have not been quantified at this time.

NOTE O – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 13, 2023, the date which the financial statements were available to be issued.



AMIE MADERE

BUSINESS AND ACCOUNTING MANAGER

PROFESSIONAL PROFILE

CONTACT



Detail-oriented Business and Accounting Manager with over 20 years' experience. Exceptional interpersonal, team management, and written communication skills. Accomplished in credit and collections management with success at maintaining company standards. Knowledgeable in general accounting, payroll, and human resources. Ambitious, organized, an effective delegator, and a problem-solver.

EXPERIENCE

BUSINESS & ACCOUNTING MGR | MANCHESTER RADIO GROUP

December 2022 - Current

Highly organized, result driven individual with extensive knowledge of Excel. Skilled in monthly, quarterly, and annual close. Performs Business Manager responsibilities as well as Human Resources and Payroll.

- Establish departmental budgets and forecast revenue and expenses for the company.
- Update F9 and BI360 Excel spreadsheets for monthly close.
- Record all business transactions with journal entries in Microsoft Dynamics GP.
- Prepare, maintain, and analyze monthly, quarterly, and annual company financials.
- Reconcile bank statements, accounts receivable and accounts payable.
- Perform Human Resources responsibilities including onboarding of new hires, open enrollment, termination of employees and document rules and regulations.
- Issue paychecks, monitor time-off, and set up direct deposit for employees.
- Provide financial updates to the General Manager and other Department Heads.

OFFICE MANAGER | BETTER HEARING CENTER, LLC

January 2022 - December 2022

Responsible for overseeing the Patient Care Coordinator, provided patients with excellent care and respect, and ensured that the office operated efficiently and smoothly.

- Collaborate with the Owner daily regarding day-to-day operations as well as marketing, advertising, sales, potential candidates, and financial status.
- Record all accounts receivables and payables including application of customer payments, credit cards, and insurance payments as well as paying all bills.
- Perform insurance verifications for patients and notify patients of their coverage.
- Counsel patients on their financing options and complete and submit their credit applications to Allegro and Carecredit.
- Monitor paid-time-off, complete and submit weekly payroll, and oversee employee health insurance plans.
- Track Key Performance Indicators daily and provide a monthly spreadsheet of data to the Owner.
- Reconcile monthly bank statements by researching any discrepancies and updating Quickbooks accordingly. Processed all payables and receivables including bi-weekly payroll and third-party billing.

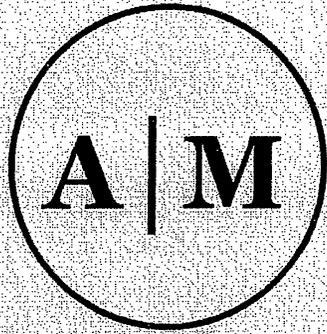
EDUCATION

BACHELOR OF SCIENCE
Accounting
Southern NH University
Current

ASSOCIATE OF SCIENCE
Business Administration
Holyoke Community College
2002 - 2004

EXPERTISE

Business Management
Credit Management
Supervisor
Bookkeeping and Payroll
Accounts Payable/Receivable
Collections Management
Client Relations
Team Management



AMIE MADERE

BUSINESS & ACCOUNTING MGR

SKILLS

TECHNICAL

Microsoft Office Suite

NH WITS

NH BDAS

In-house Accounting Software

Superior Keyboard Skills

Quickbooks

Adobe Photoshop CS6

PCLaw

Microsoft GP

Excel F9 & BI360

PERSONAL

Organization

Analytical

Creativity

Personable

INTERESTS

Community Involvement

Photography

Betterment of Others

Reading

Sketching

Watercolors

Hiking

EXPERIENCE (Continued)

BUSINESS & PROGRAM MANAGER | DISMAS HOME OF NH

August 2019 - December 2020

Reported to the Executive Director and assisted the Executive Director and the Board in the management and performance of the business, human resources, marketing, and administrative functions of the organization.

- Assisted in coordinating the preparation of the draft audited financial statements and all tax returns.
- Lead the preparation of the annual organizational budget, including the program budget.
- Managed Grant reporting, compliance, and reconciliation. Wrote Grants and obtained funding of over \$100,000.00 in 2020.
- Board and Committee responsibilities consisted of Chairing the Transitional Housing Project Committee, attending all Research and Development Committee meetings, attending all Finance and Administration Committee meetings, attending all Board meetings, preparing monthly meeting minutes, and maintaining Board documents.
- Maintained the personnel files of the organization's staff, in accordance with applicable State regulations and licensing requirements, and conduct all administrative aspects of the recruitment and hiring process.

REGIONAL CREDIT MANAGER | CITY ELECTRIC SUPPLY

June 2007 - February 2012

Managed the Credit department and supervised the credit team members. Attended legal trials, obtained judgments, filed liens, and performed collection efforts. Advised upper management and Controller on credit decisions.

- Managed Credit and Collections for 55 Branches throughout Ohio, Kentucky, Illinois, Indiana, Wisconsin, Michigan, Massachusetts, and New Hampshire.
- Maintained a Bad Debt rate of less than 1% of over 50 million dollars of yearly sales.
- Gathered and analyzed Credit reports from major credit bureaus as well as Dunn and Bradstreet.
- Traveled quarterly to Branches in the Midwest for National Association of Credit Managers meetings and to maintain repair with our competitors.
- Presented sales and debt details at monthly Branch and Sales meetings.
- Assisted the Controller and Accounts Receivable Department with Month and Year End Close.

AWARDS & ACHIEVEMENTS

DELTA MU DELTA | SOUTHERN NH UNIVERSITY

2010

Inducted into the Delta Mu Delta International Honor Society in Business as recognition for scholastic achievements and excellence.

PHI THETA KAPPA | HOLYOKE COMMUNITY COLLEGE

2003

Inducted into the Phi Theta Kappa National Honor Society in 2003 and graduated in 2004 with High Honors.

REFERENCES

HALEY JOY GOODWIN

Phone: _____

Email: _____

EDUCATION

Olivet Nazarene University, Bourbonnais, IL
B.S. in Social Sciences Education, Magna Cum Laude
Grad. Date: May 5, 2018

Olivet Nazarene University, Bourbonnais, IL
Master's in Organizational Leadership
Expected Completion Date: November 11, 2023

WORK EXPERIENCE

8th Grade Social Studies and Language Arts Teacher (2021 – Present)

Bow Memorial Middle School, Bow, NH

- *Teach a variety of social studies and language arts skills to 8th grade students; implementing new curriculum and connecting with civics program, Mikva Challenge; developed a new annual speech competition within the school; created a new unit for civic and community action for 8th graders.*

New Hampshire Coalition for Civic Education Representative (2021 – Present)

NH Civics Round Table, New Hampshire

- *Meet with major stakeholders on a regular basis across the State of New Hampshire to develop and write legislation to support Civics Education based on the recommendations from CivXNow; speak in front of NH Senate and House of Representatives to support SB-216 Bill.*

New Hampshire Council for the Social Studies Board Member / (Current) Vice President (2018 – Present)

State of New Hampshire

- *Executive Board Member for the Council, promoting Social Studies Education across the State of New Hampshire; Secretary and Newsletter Editor, connecting Social Studies teachers across the state to each other with our organization's newsletter; work with other board members to host two state-wide conferences, one virtual, one in person.*

Television Producer and Volunteer (2017 – Present)

Wolfeboro Community Television, Wolfeboro, NH

- *Videotape and edit local events for television; use Adobe Premier Pro editing software to edit and produce quality videos; direct a show about the history of local businesses; promote WCTV on social media platforms; run the Community Bulletin Board page.*

6th Grade Social Studies Teacher (2021 – 2022)

Hillsboro-Deering Middle School, Hillsboro, NH

- *Taught a variety of social studies topics to 6th grade students; coordinated with a music and social emotional learning program called Junk 2 Funk; coached Cross-Country; worked with a Tier 1 Behavior Team to support social-emotional well-being for the whole school community.*

High School Social Studies Teacher (2020 – 2021)

Franklin High School, Franklin, NH

- *Taught American Government, Current Issues, and Economics lessons to 9th – 12th grade students; coached indoor track; mentored Freshmen as the Freshman Class Advisor.*

Verizon Wireless Sales Representative (Summer 2019)

Verizon Wireless, Meredith, NH

- *Helped customers purchase new phones and technological devices, including Apple products; supported walk-in customers with technological repairs; trained customers how to use new devices.*

8th Grade Social Studies Teacher (2018-2020)

Inter-Lakes Middle-High School, Meredith, NH

- *Taught a variety of social studies topics to 8th grade students; facilitated students in Murder Mystery Spaghetti Supper to raise money for the American Red Cross; volunteered with Student Council to put together school-sponsored events; created*

annual Memorial Day Program for students grades 7-9; budgeted and planned 8th grade field trips to take 80 plus students to New York City; worked with students to create an Adult Prom Fundraiser to benefit the Dana Farber Cancer Institute.

Residential Advisor (Summer 2018)

Wolfeboro Summer Boarding School

- Worked as an overnight counselor to middle-high school girls; designed and implemented camp activities; worked together with other residential advisors to create camp-wide programming events; gave oversight to field trips.

Judicial Council Board Member (2017 – 2018)

Olivet Nazarene University, Bourbonnais, IL

- Determined proper disciplinary actions for students with campus policy violations.

Freshmen Connections Mentor (2015 – 2017)

Olivet Nazarene University, Bourbonnais, IL

- Helped freshmen students coming to college orient themselves at Olivet Nazarene University; participated in leading group activities and discussions at the Jumpstart Conference; co-led a semester long course with professor and other connections mentor.

Program Director (Summer 2016)

Rindge Recreation Department, Rindge, NH

- Created leadership program for teenagers ages 10-14; organized and implemented camp-wide games/activities; planned field trips; inspired and motivated students to be servant leaders in their community

Leaders in Training Coordinator (Summers of 2014 – 2015)

Camp Quest at Franklin Pierce University, Rindge, NH

- Created leadership program for 8th grade students from the Jaffrey-Rindge Cooperative School District; encouraged students to be leaders in their school and community; helped students prepare for life in high school; organized schedules of guest speakers and off-campus activities/field trips.

Christian Education Chairman (2012 – 2014)

Troy Baptist Church, Troy, NH

- Organized schedules of Sunday School Volunteers; helped plan church-wide functions; discovered and implemented new Christian curriculums; budgeted materials for Sunday School Teachers; worked with neighboring church to program and facilitate Vacation Bible School.

Counselor/ Volunteer /Program Coordinator (2011 – 2013)

Monadnock Bible Conference, Jaffrey, NH

- Created and implanted camp programs for students grades 1-8; helped coordinate First Night Event; volunteered in the kitchen; coordinated wide-games.

HONORS/HONORARY POSITIONS

- Kappa Delta Pi
- Phi Alpha Theta
- Academic Standards Committee
- Judicial Council
- Departmental Honors Award for Senior Thesis
- Magna Cum Laude / Dean's List
- National Education Association Award
- Marine Corps Music Award
- Jaffrey Women's Society Leadership Award
- New Hampshire Scholar

INTERESTS/HOBBIES

- Working out at the gym; Blogging/Podcasting;; Researching Colonial/American History; Reading; Walking

LAURA J. RITINSKI-MACK

EDUCATION

Brandeis University, Waltham, MA May 2003
M.S. Human Genetics
Research Project: Development and Evaluation of a Booklet for Educators of Children with 22q11 Deletion Syndrome

Cornell University, Ithaca, NY May 1996
B.S. Biological Sciences (with distinction)

RELEVANT EXPERIENCE

Keene Community Education, Keene, NH Sep. 2008-present
Instructor/Counselor
Instructed courses in biology, mathematics, writing, and HiSet/GED preparation; developed curriculum for courses including animal behavior, human biology, local ecosystems, math applications in science; provided academic counseling to students, served as a support and encouraged students in goal setting and achievement; prepared course materials and lesson plans, evaluated student performance; participated in professional development opportunities.

River Valley Community College, Keene, NH Sep. 2021-present
Academic tutor
Provided subject-specific content support through drop-in and scheduled one-on-one sessions for biology related courses; helped students improve study, test taking and time management skills.

Massabesic Adult and Community Education, Waterboro, ME Sep. 2005-Nov. 2007
Certified Adult Education Instructor
Taught courses in biology, career explorations, and GED preparation; provided one-on-one and group tutoring; prepared course materials and lesson plans, evaluated learner performance; participated in professional development opportunities.

Brandeis University, Waltham, MA July-Dec. 2002
Teaching Assistant for Graduate Level Human Genetics Course
Orchestrated review sessions; designed and presented a lecture; evaluated weekly assignments; assisted with grading examinations and term papers; contributed to improvement of course content and presentation; served as a support for students.

Cornell University, Ithaca, NY Jan.-May 1996
Teaching Assistant for Undergraduate Level General Biology Course

Marco Torres

Summary

- Experienced music teacher with expertise in teamwork building, teaching skills and office administration.
- Dependable, productive, creative, effective, hard-working teacher.
- PC Skills: Microsoft Outlook, Word, Excel, PowerPoint and internet.
- Bilingual Skills: English/Spanish, Excellent Communication Skills.

Core Competencies

Teamwork Building	Teaching/ Training	Office Administration
Performance Improvement	Music Performance Management	Computer Troubleshooting/ Problem Solving

Teaching Skills

- Privately trained over 40 students (ages 5 and above) to play the piano using proper musical technique.
- Created lesson plans and select course materials to be used in teaching music students.
- Instructed students on varied techniques including classical, rock, pop, rhythmic, and jazz improvisation.
- Coordinated musical units in a system by coaching students to play specific drum rhythms and patterns, practice chords on piano or guitar, develop song lyrics, conduct group band and recording sessions.

Teamwork and Leadership Skills

- Developing individuals in teamwork to be team leaders and how to be part of team management.
- Training for effective collaboration/ self-discipline through music performance with other classmates.
- Instilling in students respect towards one another in the classroom.
- Building lasting relationships with musicians and other church music members to be part of an effective team.
- Leading organized weekly rehearsals, setting up musical equipment according to assigned positions, maintaining sound quality during services, and coordinating the overall music service.
- Networking with churches, small business, and people to plan church events, and music performances.

Administration Skills

- Strong customer service skills developed in decades of teaching music to all kinds of students.
- Skilled in office administration >Word and Excel proficiency, copying, electronic filing, letters.
- Experienced in Organization, scheduling, event planning.
- Strong Multitasking skills, detail oriented, critical thinking, problem solver.
- Experienced in time management through years of school and work experience.

Work Experience

Security, Allied Universal Security Service - Hillsborough County, NH 6/2020 to Present

Piano Instructor, University Music - Lowell, MA 8/12 to 8/19

Music Director, New Haven Church - Lowell, MA 8/08 to Present

Music Instructor, YMCA Public School Enrichment Program - Methuen, MA 3/16 - 6/16

Various Labor Positions in loading/unloading, Machinery, retail experience at Papa Gino's and Blockbuster Video.

Formal Education

Master's in Higher Education Administration, Southern New Hampshire University - Manchester, NH 8/19+

Bachelor's in Liberal Arts in Music, Psychology, University of Massachusetts - Lowell, MA 12/18

Associate's in Performing/Arts, Middlesex Community College Lowell, MA 5/14

NICHOLAS L. RESCA

SUMMARY OF QUALIFICATIONS

Dedicated educator with ten years' experience in both regular and special education classrooms. Determined to transfer skill set into the corporate sector in training and management.

PROFESSIONAL EXPERIENCE

LACONIA MIDDLE SCHOOL LACONIA, NH
Sixth Grade Special Education Teacher December 2017 – June 2021

- Transitioned entire teaching style to a remote learning setting due to COVID-10
- Developed and implemented lesson plans for case load of sixth graders with disabilities
- Grade Level Team Leader, PLC Lead Team Member, PBIS Tier II Innovation Team Lead
- Created and analyzed Individualized Education Programs and Behavioral Programs
- Directed a team of para-educators and their involvement aiding their students and increase productivity with their students

CHARTER SCHOOLS USA-BONITA SPRINGS CHARTER SCHOOL BONITA SPRINGS, FL
Fifth Grade Teacher July 2017 – December 2017

- Ensured student mastery of state competencies through standard based instruction, formative assessments, and data driven response to intervention
- Integrated technological instruction with mainstream curriculum through Edmodo, Imagine Math, Reading Plus, and other educational applications
- Math planner for grade level team; provided solid instructional lesson plans and resources weekly

JOBS FOR AMERICA'S GRADUATES LACONIA, NH
Youth Specialist August 2015 – July 2017

- Planned and solo-executed the JAG curriculum for thirty-eight "at-risk" seventh and eighth graders at Laconia Middle School
- Improved overall behavior of JAG students in the regular education classrooms by 68%, as measured by SWIS data
- Provided guidance counseling for struggling students both in and out of the JAG program
- Rolled out the school-wide Check-In-Check-Out program as a PBIS Tier II Team Member
- 2016 JAG National High Performer Award & New Hampshire Outstanding Specialist Award

LACONIA MIDDLE SCHOOL – PROJECT EXTRA LACONIA, NH
Site Director August 2014 – April 2016

- Managed operational afterschool programming for over fifty middle school students
- Increased enrollment by 60% within first term by offering a unique array of clubs and activities

CERTIFICATION/TRAINING

- Florida Exceptional Student Education (K-12)
- New Hampshire General Special Education (K-12)
- Youth Mental Health First Aid Instructor
- Institute for Multi-Sensory Education Orton-Gillingham
- ALICE
- Franklin Covey "The Leader In Me" School Trainer

EDUCATION

GRANITE STATE COLLEGE CONCORD, NH
Master of Science in Curriculum and Instruction – *Magna Cum Laude* March 2019
GRANITE STATE COLLEGE CONCORD, NH
Post-Baccalaureate Teaching Certification – General Special Education April 2017
MARYMOUNT MANHATTAN COLLEGE NEW YORK, NY
Bachelors of Arts in Theatre, minor in Musical Theatre May 2010

Educational Background:

Bachelor of Arts Degree, English Education 5-12 - Plymouth State University

Master of Education, General Special Ed K-12 - Plymouth State University

Master's Certificate, English as a Second Language / Teaching English as a Foreign Language - Bridge Education

Special Education Teacher/Case Manager, 7 - 8th grades, September 2018 - June 2022

Inter-Lakes School, Meredith, New Hampshire

- Taught and encouraged students with disabilities to develop and use their skills and resources to complete work and grasp new concepts
- Provided instruction in both special and general education in various academic settings and subjects
- Developed relationships with students that then enabled open communication
- Evaluated and monitored student progress using data collection tools and methods
- Regularly scheduled and facilitated educational meetings with parents, students and staff.
- Wrote individual student education plans based on the data and oversaw the implementation of the goals, accommodations and services
- Communicated and collaborated regularly with parents, teachers, support staff and students
- Determined needs and adapted classroom work accordingly
- Evaluated student's academic needs using formal education assessments
- Kept abreast with ongoing changes to state and/or national laws relating to education and adapted paperwork and support to ensure compliance

Graduate Assistant for the Special Education Department and the New Hampshire Next Steps Grant, June 2017- June 2018

Plymouth State University, Plymouth, NH

- Participated in quarterly meetings with New Hampshire DOE representatives
- Shared the findings of our data analysis and progress made at Plymouth State University
- Compiled and sorted student feedback and analyzed the results for trends
- Proposed changes to the Special Education Master's Program, based on the data, which were later implemented
- Attended various special education master's courses and provided support to both professors and students

Graduate Assistant for the Elementary Education Department, September 2016 - 2018

Plymouth State University, Plymouth, NH

- Reviewed and edited lesson plans for cohort students
- Presented Praxis and graduate assistantship information to undergraduate students
- Coordinated placements for practicum students
- Mapped out students' needs and requirements to set them up with the proper placements
- Contacted school districts and principals to determine SAU and school requirements for practicum students

Summer Employee for the Institute for Civics Education, Summer 2017

Online for the Department of Education, Concord, NH

- Co-presented at the Institute for Civics Education Summer Workshop, 2017
- Compiled civics-related lesson plans submitted from teachers around the country
- Consulted with the president of the institute on a regular basis
- Polished the lessons prior to organizing them for addition to the institute's website

Rebecca L. Foulkes

Experience September 2014 - August 2021 Fischer Sports Auburn, NH
Auburn, NH

Customer Service

- Represented a popular ski company, answering calls and emails about product, orders, problem solving. Worked directly with both shops, ski representatives and consumers. Organized and planned office flow. Assisted with updating product materials and forms.

September 2009-June 2014 Southwick Elementary School Northfield, NH

Special Education Teacher

- Teaching case manager to 4th grade students. Modified common core work for inclusion in all academic areas, taught small groups for reading for both reading comprehension work and phonics (Orton-Gillingham, Wilson reading). Co-taught math.
- Wrote Individual Education Plans, behavior plans, facilitated meetings with both teachers, administrators and parents. Carried out and wrote all academic evaluations as well as classroom observations.
- Supervised Support staff.

September 2006-June 2009 Rundlett Middle School Concord, NH

Special Education Teacher

- Teaching case manager for middle school students of various disabilities. Wrote and employed Individual Educational Plans, facilitated meetings.
- Taught small group reading, writing and math. Did academic evaluations as well as classroom observations. Worked as part of a team of teachers each year.

September 2003-June 2006 Winnisquam Regional Middle School Tilton, NH

Special Education Teacher

- Teaching case manager. Supported students in regular education classes, supervised support staff, wrote Individual Education Plans and carried out all parent meetings for these students.
- Team leader for special education staff and Positive Behavior Intervention System team coach.
- Received Champion for Children Award 2005-2006 school year.

Education M.Ed. General Special Education, Plymouth State University 2004
B.A. Middle School Science, Notre Dame College 1998
Highly Qualified Teacher in the area of Middle School English Language Arts and Math

Sara Gates

Summary of Qualifications

Technical:	Creates differentiated, engaging lesson plans for the unique learning needs of each student, small groups, and whole classes; comfortable working with students ranging in age from K-8 with mild to severe Autism, EBD, and IDD; modifies existing curriculum to meet the individual needs of neurodiverse students; consistent, thorough data accumulation and charting to track progress toward learning and behavior goals, and establish new data-based goals; creates meaningful, attainable, academic-based IEP goals, follows IEP plans to align with student success and meet all benchmarks; consistently files all reports and documentation as required; redirects students as appropriate using Positive Behavior Intervention Support techniques (PBS/PBIS); personally familiar with ABA therapy, able to support therapy techniques and goals in the classroom
Interpersonal:	Actively engages in student relationship-building to create a foundation of mutual respect and excitement for the learning experience; excellent communication, coordination and collaboration with Sp Ed multidisciplinary team; able to positively manage family expectations in balance with organizational policy and established procedure; experienced working positively in consideration of the needs and backgrounds of diverse groups, cultures, and socioeconomic status; skilled and effective student de-escalation, able to connect and work collaboratively toward meaningful solutions
Intrapersonal:	Comfortable in a high-demand, fast-paced environment; excels in changing and challenging situations; active thinker, constant learner; exceptional organizational skills; approaches challenges with positivity, optimism and creative solutions; balances creative and analytical thinking; utilizes reflective practice for continuous improvement; comfortable in a deadline-driven environment; assimilates new skills and information quickly
Software:	Microsoft Word, Excel, Outlook and PowerPoint; Google Classroom, Canvas, Snowflake, iReady, Dibles, PlanbookEDU, Jamboard, Kami, Chromecast

Recent Employment History

2022-Present	Special Education Case Manager , 8th grade Southside Middle School Manchester, NH
2021 - 2021	Lead Classroom Teacher , ASD Self-Contained, Manchester School District, Manchester, NH
2020 - 2022	Clinical Intern , Paraprofessional Level II, Manchester School District, Manchester, NH
2019 - 2020	Paraprofessional Educator , Manchester School District, Manchester, NH
2015 - 2019	Shift Manager , Rite Aid Pharmacy, Raymond, NH
2008 - 2015	At-Home Parent , Special Needs Child, Raymond, NH
2004 - 2008	Photographer , Sara Gates Photography, Orlando, FL

Education

2023	Emotional and Behavioral Disabilities (Post-Baccalaureate Teacher Certification) Granite State College, Concord, NH
2023	Bachelor of Arts: General Special Education/ Math- Summa Cum Laude Granite State College, Concord, NH
2022	Crisis Prevention Training, CPI Manchester School District
2021	Bachelor of Arts: Early Education, emphasis Special Ed Certificate Southern New Hampshire University, Hooksett, NH
2020	Associate of Arts: Photography NHTI - Concord's Community College, Concord, NH



Staff Salaries

Nick Resca, Executive Director	\$75,000
Amie Madere, Finance Manager	\$66,000
Haley DeYoung, Program Manager	\$60,000
Caroline Raymond, Data Manager	\$55,000
Marco Torres, Concord Career Specialist	\$41,000
Sara Gates, Memorial High Career Specialist	\$41,000
Rebecca Foulkes, Lakes Region Career Specialist	\$30/hr.
Laura Ritinski-Mack, Keene Career Specialist	\$30/hr.

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