



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

112

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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 (BEA), Office of Workforce Opportunity (OWO) to enter into a contract with America’s Youth Teenage Unemployment Reduction Network, Inc. (MY TURN) (VC#166581), Manchester, NH in the amount of \$4,600,000 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 upon Governor and Council approval for the period July 1, 2024 through June 30, 2027. **100% Federal Funds.**

Funds are anticipated to be available in Fiscal Years 2025, 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.

03-22-022-220510-14530000, Office of Workforce Opportunity

State FY	Class-Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	1,533,333.34
2026	102-500731	Contracts for Program Services	1,533,333.33
2027	102-500731	Contracts for Program Services	1,533,333.33
Total:			\$4,600,000

EXPLANATION

This contract between BEA/OWO and MY TURN for the delivery of WIOA Youth Program services is in response to the requests for proposal #DBEA 2024-09 for the WIOA In-School-Youth and Out-Of-School-Youth Program, released 1/26/2024. Sites: Statewide, Nashua OSY, Manchester OSY, Rochester OSY, Nashua North/South High School, and Manchester HiSet ISY and/or in accordance with US DOL WIOA Youth program incorporated by reference into this Agreement. (See Attachment A for RFP process details).

Sites funded for MY TURN are:

Site	Program
Manchester HiSet ISY	In-School Youth
Nashua High School – North & South	In-School Youth
Rochester	Out-of-School Youth
Nashua	Out-of-School Youth
Manchester	Out-of-School Youth
Statewide	Out-of-School Youth

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

603.271.2341

visitnh.gov nheconomy.com choosenh.com

BEA/OWO is the state grant recipient for WIOA Title I Federal Funds awarded by the US Department of Labor (DOL) – Employment and Training Administration (ETA). The above RFP was issued on behalf of the State Workforce Innovation Board (SWIB), which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds and members are appointed by the Governor.

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

For the past 20 years, MY TURN 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, MY TURN 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, MY TURN creates a nurturing and supportive environment where our participants can thrive, grow, and build brighter futures.

MY TURN 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,



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

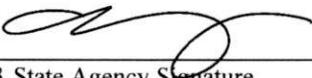
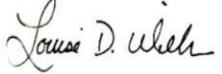
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 America's Youth Teenage Unemployment Reduction Network, Inc. (MY-TURN)		1.4 Contractor Address 340 Granite Street, Suite 1 Manchester, New Hampshire 03102	
1.5 Contractor Phone Number 603.321.3416	1.6 Account Unit and Class 14530000-102	1.7 Completion Date 6/30/2027	1.8 Price Limitation \$4,600,000.00
1.9 Contracting Officer for State Agency Joseph Doiron		1.10 State Agency Telephone Number 603.271.0416	
1.11 Contractor Signature  Date: 05/13/2024		1.12 Name and Title of Contractor Signatory Allison Joseph, 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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: June 5, 2024			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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.

EXHIBIT A

SPECIAL PROVISIONS

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

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

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

1. **Compliance with Federal and State Laws:** Eligibility determination for Workforce Innovation and Opportunity Act (WIOA) Youth shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made in the Job Match Case Management System or as prescribed by the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) or at such times as are prescribed by the WIOA or its successor regulations.
3. **Documentation:** The Subrecipient shall maintain an electronic case management data file on each recipient of services within the Job Match Case Management System hereunder, which file shall include all information necessary to support an eligibility determination, individual service strategies, delivery of services, placement, and outcomes at a minimum, and such other information as the BEA/OWO requests.
4. **Grievance Procedures/Customer Complaints/Equal Opportunity:** The Subrecipient understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Subrecipient hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
 - (a) The Subrecipient shall ensure that all applicants for WIOA Youth funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in each applicant's Job Match System Case Management File.
 - (b) The Subrecipient shall ensure that all personnel funded with WIOA Youth funds are trained in the grievance policy and procedure applicable for the funding source supporting this Agreement.
 - (c) The Subrecipient shall ensure that all personnel funded with WIOA Youth funds are trained in the Equal Opportunity (EO) law, policy and procedure applicable for the funding source supporting this Agreement, and that refresher training is provided annually.
 - (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.

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

- (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.

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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:** MY TURN agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008, at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.
14. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, MY TURN agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

15. **Salary and Bonus Limitations:**

- (a) No funds available under this Agreement may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at <https://www.opm.gov/>.
- (b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the WIOA Youth funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Youth grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under WIOA Youth.
- (c) The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.
- (d) When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by Title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.

16. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

- (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

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a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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22. **Compliance with Procurement of recovered materials:** The Subrecipient shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014).
23. **Breach of Contract:** Contracts and sub-awards for more than the Simplified Acquisition Threshold currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors/subrecipients violate or breach contract terms. The Subrecipient agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.
24. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity. In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P-37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. For supplies, the Subrecipient shall be compensated in accordance with its auditable costs to point of notification of termination. For services, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.
25. **Equal Employment Opportunity.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply 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

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Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

26. During the performance of this Agreement, the Subrecipient agrees as follows:
- (a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (d) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the awarding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (g) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (h) The Subrecipient will include the provisions of paragraphs (1) through (8) in every sub award or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub awardee or vendor. The Subrecipient will take such action with respect to any sub-award or purchase order as may be directed by the Secretary of Labor as a means of

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

SCOPE OF SERVICES

This cost reimbursement Agreement for services between MY TURN and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 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 \$4,600,00.00 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, MY TURN assumes responsibility for the specific operational, fiscal, and monitoring responsibilities cited in this Agreement for the purpose of delivering services to WIOA Youth eligible participants and agrees to carry out these duties consistent with the conditions and terms of this Agreement, as well as all applicable federal and state laws, regulations and requirements. This includes maintaining appropriate and adequate internal controls as required by 2 CFR 200.302, 200.303 and 200.400.

MY TURN 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: Statewide (providing virtual and in person services to out of school youth), Nashua OSY, Manchester OSY, Rochester OSY, Nashua North/South High School, and Manchester HiSet ISY programs and/or in accordance with US DOL WIOA Youth program incorporated by reference into this Agreement.

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

Deliverables

1. MY TURN will be responsible for all deliverables specified in the RFP and all deliverables shall be implemented consistent with the process and procedures outlined in the proposal submitted by MY TURN in response to the RFP, all of which are incorporated by reference into this Agreement.
2. Enrollment goals are as follows for each site. The numbers reflect new participants per program year of the contract:

In-School Youth		
	Nashua North South High School	30
	HiSet ISY	30
Out-of-School Youth		
	Rochester	20
	Nashua	50
	Manchester	50
	Statewide	25
Total		205

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

WIOA Performance Measures	New Hampshire	
	Final Negotiated Goals	
	PY 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

- Staffing Requirements – MY TURN will maintain a staffing level adequate to effectively manage the WIOA Youth sites consistent with the requirements outlined in the RFP. MY TURN shall submit for approval a staffing plan to the OWO Administrator no later than the first day of July for each program year covered in this Agreement.
- WIOA requires that states report on customer satisfaction annually. MY TURN will be responsible for implementing the customer satisfaction process that OWO develops, track results, and report outcomes. MY TURN 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.

- Reporting Requirements –

Programmatic

- 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.

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- (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).
- (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 MY TURN shall:

- (a) Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.

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- (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 – MY TURN shall be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System. MY TURN 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. MY TURN staff will be responsible for the accuracy of the data that is being reported. My TURN 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 cases management training which shall be paid for by MY TURN.

EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

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

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

PAYMENT/ FINANCIAL/ BUDGET

1. This Agreement is funded with federal funds from the US Department of Labor made available under the Catalog of Federal Domestic Assistance (CFDA) # 17.259 for the purpose of the delivery of **WIOA Youth Services** to eligible youth residents of New Hampshire. **100% Federal Funds.**
2. Subject to MY TURN's compliance with the terms and conditions of this Agreement, and for services provided consistent with the Scope of Services as outlined in Exhibit B and the RFP, BEA/OWO shall reimburse MY TURN up to a maximum total payment of \$4,600,000.00.
3. Payments for services under this Agreement are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period.
4. Line-item budgets shall be negotiated annually upon receipt of the federal grant award to the State.
5. Expenditures shall be in accordance with the approved line-item budget negotiated between MY TURN and BEA/OWO. MY TURN may amend the budget through line item increases, decreases or the creation of new line items only with prior written approval from BEA/OWO. Adjusted budgets shall not exceed the overall funding granted for each program year and shall not exceed the approved administration cost for each program year.
6. 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. MY TURN agrees that all financial reports/invoices shall at a minimum be itemized by in-school and out-of-school administrative and program costs.
8. 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. MY TURN has never received a negotiated indirect cost rate and, pursuant to the exceptions noted at 2 CFR 200.414 in the Cost Principles of the Uniform Guidance is eligible to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition of MTDC) which may be used indefinitely, if elected to do so. This methodology must be used consistently for all Federal awards until MY TURN chooses to negotiate for an indirect cost rate, which they may apply to do at any time. (See 2 CFR 200.414 for more information on use of the de minimis rate and Appendix IV to Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.)
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 MY TURN 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: MY TURN
340 Granite St Suite 1
Manchester, NH 03102
Attention: Fiscal Administrator

14. MY TURN must have written authorization from BEA OWO prior to using Agreement funds, to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this Agreement for review upon request.
15. A physical annual inventory of WIOA purchased property and equipment will be conducted and submitted to BEA/OWO following the end of every program year.
16. MY TURN shall maintain sufficient documentation on file in their offices to support invoice, funds, and make such documentation available for review by authorized BEA/OWO staff and/or its auditors.
17. MY TURN shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds budgeted annually unless otherwise agreed to in writing by BEA/OWO.
18. BEA/OWO reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by BEA/OWO and/or the State of New Hampshire.

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19. MY TURN shall adhere to all fiscal management policies and procedures stipulated in the body of this Agreement, and all other applicable WIOA, federal, State and BEA/OWO cash management regulations and policies, including the USDOL requirement for accrual reporting.
20. MY TURN is solely responsible for paying to BEA/OWO any disallowed costs associated with the misappropriation of federal funds, and/or costs expended on individuals who were erroneously determined to be eligible for WIOA Youth services. Disallowed costs may not be paid with federal funds, regardless of the funding source.
21. BEA/OWO reserves the right to increase and/or decrease Agreement funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
22. MY TURN's use of funds in this Agreement must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.
23. MY TURN is prohibited from using federal funds awarded under this Agreement for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list. MY TURN must review any proposed costs outside of the approved line-item budget with BEA/OWO for final approval.
24. WIOA Infrastructure Costs - WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 list the required One-Stop partners; of which include, but are not limited to:

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

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

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

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.

Allison Joseph, Executive Director

(Subrecipient Representative Signature)

(Authorized Subrecipient Representative Name & Title)

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

05/13/2024

(Subrecipient Name)

(Date)

MY TURN Initials

Date 05/13/2024

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

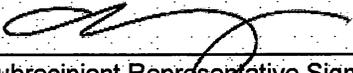
By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (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 -

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


(Subrecipient Representative Signature)

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

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 05/13/2024
(Subrecipient Name) (Date)

EXHIBIT F

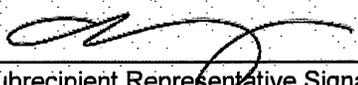
**CERTIFICATION REGARDING
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT OF 1973,
as
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990**

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 American's with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable regulations (45 CFR Part 84) and guidelines and interpretations issued pursuant thereto.

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

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



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

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 05/13/2024
(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.

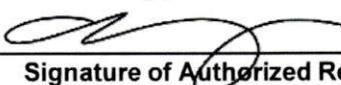
NH Department of Business and Economic Affairs <hr/> The State Agency Name	America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN <hr/> Subrecipient Name
<hr/> Signature of Authorized Representative	 <hr/> Signature of Authorized Representative
Taylor Caswell, Commissioner, BEA <hr/> Name of Authorized Representative	Allison Joseph, Executive Director <hr/> Name of Authorized Representative
 <hr/> Date	05/13/2024 <hr/> 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:

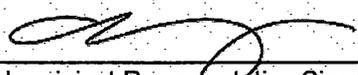
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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) Allison Joseph, Executive Director
(Authorized Subrecipient Representative Name & Title)

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 05/13/2024
(Subrecipient Name) (Date)

MY TURN Initials 

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: 361859523
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 execute the following Certification:

ALTERNATIVE I - FOR GRANTEES 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: Various locations throughout the State; 340 Granite St Ste. 1, Manchester, NH

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

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

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

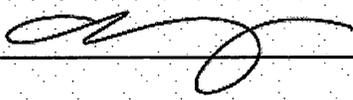
Subrecipient Representative Signature:  **Date:** 05/13/2024

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.

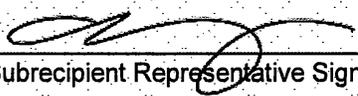
No information is to be shared outside of BEA/OWO (or the subrecipient) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing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


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

America's Youth Teenage Unemployment Reduction Network, Inc. d/b/a MY TURN 05/13/2024
(Subrecipient Name) (Date)

State of New Hampshire

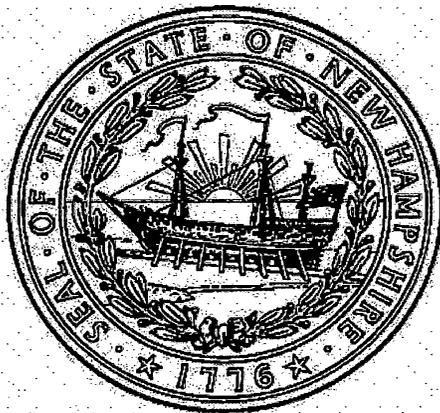
Department of State

CERTIFICATE

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

Business ID: 471109

Certificate Number: 0006687637



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th 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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1202172576
Notice Date: May 13, 2024
Case ID: 0-002-420-841



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



AMERICA'S YOUTH TEENAGE UNEMPLOY
1019 CRESCENT STREET
BROCKTON MA 02302

690000

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, AMERICA'S YOUTH TEENAGE UNEMPLOY REDUCTION NETWORK INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Birtley Locke, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

America's Youth Teenage Unemployment Reduction Network, Inc. I hereby certify the following
(Name of Corporation)

is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 18, 2023,

at which a quorum of the Directors/shareholders were present and voting.

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

duly authorized to enter into contracts or agreements on behalf of

America's Youth Teenage Unemployment Reduction Network, Inc. with the State of New
(Name of Corporation)

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

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

DATED: 05/13/2024

ATTEST:


(Name & Title)

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

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

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

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

COVERAGES

CERTIFICATE NUMBER: 1500551086

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK2577089	8/24/2023	8/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2577089	8/24/2023	8/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	PHUB872900	8/24/2023	8/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	<input type="checkbox"/> Y/N N/A	WZNH241761	8/23/2023	8/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: dba MY TURN EIN #22-2565777.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Business and Economic Affairs
 100 North Main Street, Suite 100
 Concord NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

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

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

(WITH ACCOMPANYING INDEPENDENT AUDITORS' REPORT)

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.**

FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

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Bruce D. Norling, CPA, P.C.

INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (a nonprofit Organization), which comprise the statements of financial position as of June 30, 2022 and 2021 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2022, the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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 the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 the Organization's 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 and *Government 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 and *Government 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 the Organization'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 the Organization'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.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated August 31, 2023 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Bruce D. Norling, CPA, P.C.

August 31, 2023
Sudbury, Massachusetts

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash & Cash Equivalents	\$ 403,139	\$ 260,967
Accounts Receivable	115,606	151,210
Prepaid Expenses	695	1,261
TOTAL CURRENT ASSETS	519,440	413,438
FIXED ASSETS		
Software	1,658	1,658
Computer Equipment	7,882	7,882
Office Equipment	23,040	23,040
Furniture and Fixtures	2,091	2,091
Less: Accumulated Depreciation	(34,671)	(34,671)
TOTAL NET FIXED ASSETS	-	-
OTHER ASSETS		
Deposits	12,425	12,425
TOTAL ASSETS	\$ 531,865	\$ 425,863
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accrued Expenses	\$ 35,438	\$ 14,481
Accrued Payroll and Related Expenses	57,296	43,111
PPP Loan Payable	243,077	243,077
TOTAL CURRENT LIABILITIES	335,811	300,669
NET ASSETS		
With Donor Restrictions	193,165	122,333
Without Donor Restrictions	2,889	2,861
TOTAL NET ASSETS	196,054	125,194
TOTAL LIABILITIES AND NET ASSETS	\$ 531,865	\$ 425,863

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022			2021		
	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
PUBLIC SUPPORT AND REVENUES						
Contributions	\$ 138,603	\$ -	\$ 138,603	\$ 27,010	\$ 144,000	\$ 171,010
Grants	341,335	193,165	534,500	13,000	-	13,000
Federal and State funding	1,588,508	-	1,588,508	1,601,715	-	1,601,715
Donated Services and Space	93,720	-	93,720	46,680	-	46,680
Interest Income	115	-	115	15	-	15
Net Assets Released from Restrictions	122,333	(122,333)	-	65,185	(65,185)	-
TOTAL	2,284,614	70,832	2,355,446	1,753,605	78,815	1,832,420
EXPENSES						
Administration	271,570	-	271,570	236,392	-	236,392
Fundraising	13,704	-	13,704	222	-	222
Program Services	1,999,312	-	1,999,312	1,673,079	-	1,673,079
TOTAL	2,284,586	-	2,284,586	1,909,693	-	1,909,693
CHANGES IN NET ASSETS	28	70,832	70,860	(156,088)	78,815	(77,273)
NET ASSETS, Beginning of Year	2,861	122,333	125,194	158,878	43,518	202,396
NET ASSETS, End of Year	\$ 2,889	\$ 193,165	\$ 196,054	\$ 2,790	\$ 122,333	\$ 125,123

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE, 30 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$ 70,860	\$ (77,202)
Adjustments to Reconcile Changes in Net Assets to Net Cash Provided By (Used In) Operating Activities:		
Changes in Operating Assets:		
(Increase) Decrease in Accounts Receivable	35,604	30,747
(Increase) Decrease in Prepaid Expenses	566	(390)
Changes in Operating Liabilities:		
Increase (Decrease) in Accrued Expenses	35,142	8,025
Net Cash From Operating Activities	142,172	(38,820)
CASH FLOWS FROM (used in) FINANCING INVESTING ACTIVITIES		
Security Deposits	-	(5,551)
	-	(5,551)
CASH FLOWS FROM (used in) FINANCING ACTIVITIES		
Advances on Line of Credit	150,000	150,000
Repayments on Line of Credit	(150,000)	(150,000)
PPP Loan payable	-	243,077
Net Cash From (used in) Financing Activities	-	243,077
NET INCREASE (DECREASE) IN CASH	142,172	198,706
CASH, Beginning of year	260,967	62,261
CASH, End of year	\$ 403,139	\$ 260,967
SUPPLEMENTAL DISCLOSURE OF CASH FLOW:		
Interest Paid	\$ 149	\$ 3,133

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

	2022			
	Administration	Fundraising	Program Services	Total
Salaries and benefits	\$ 82,263	\$ -	\$ 1,468,514	\$ 1,550,777
Occupancy	168,253	-	139,963	308,216
Supplies and support	2,836	13,704	390,835	407,375
Consultants and professional fees	18,218	-	-	18,218
Totals	\$ 271,570	\$ 13,704	\$ 1,999,312	\$ 2,284,586
	2021			
	Administration	Fundraising	Program Services	Total
Salaries and benefits	\$ 86,973	\$ -	\$ 1,258,986	\$ 1,345,959
Occupancy	134,433	-	76,023	210,456
Supplies and support	1,986	222	338,070	340,278
Consultants and professional fees	13,000	-	-	13,000
Totals	\$ 236,392	\$ 222	\$ 1,673,079	\$ 1,909,693

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Nature of Activities

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

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

In-School and Out-of-School Youth – The In-School division provides youth, ages 14 to 21 who are currently in high school, the opportunity to develop strategies and tools and gain practical life skills to overcome obstacles and barriers to complete high school. The Out-of-School Youth division assists youth, ages 16 to 24 who are high school dropouts and/or unemployed, in developing strategies and tools and gaining life skills and work experience needed to overcome obstacles and barriers to employment through working with employers who can provide young adults with work-based learning experiences and permanent jobs as well as mentoring, supervision and on-going training to succeed in the work place. In addition, the Organization provides higher education readiness opportunities and school training and education preparation for first generation college bound students for success in college.

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

Adult Programs - Our Adult Division provides academic instruction in preparation for HiSet & GED testing. Additionally, services are provided to adults who are pursuing post-secondary credentials and career ladder employment.

Revenue Recognition

Grants and contracts and program service fees are recognized as revenue as services are provided. Conditional promises to give and grants with stipulations that limit the use of the assets are not recognized until they become unconditional, that is, when the barrier(s) in the agreement are overcome. A contribution is conditional if an agreement includes a barrier that must be overcome and either a right of return of assets transferred

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

or a right of release of a promisor's obligation to transfer assets exists. The presence of both a barrier and a right of return or right of release indicates that a recipient is not entitled to the contribution until it has overcome the barrier(s) in the agreement. All other revenue is recorded when earned.

The Organization records grants, gifts and contributions as net assets with donor restrictions if they are received with stipulations that limit the use of the assets. 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 and changes in net assets as net assets released from restrictions. Restricted contributions received where related restrictions are met in the same reporting period are classified as unrestricted revenue.

The Organization earns revenue as follows:

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

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

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

PPP Loan – The Organization accounts for forgivable Loans (Paycheck Protection Program) as debt in accordance with ASC470. The forgiveness of debt, in whole or in part, is legally released from the liability by the SBA. When debt is forgiven, it's recorded as Gain on Extinguishment of Debt, and presented on the Statement of Activities.

Accounts Receivable

The Organization carries its accounts receivable at an amount equal to uncollected but earned revenue less an allowance for doubtful accounts. On a periodic basis, the Organization evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on an assessment of collectability. As of June 30, 2022, management has determined no allowance for doubtful accounts is necessary.

Basis of Presentation

The financial statements report net assets and changes in net assets in two classes that are based upon the existence or absence of restrictions placed on use by its donors as follows:

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

Net Assets Without Donor Restrictions

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

Net Assets with Donor Restrictions

Net assets with donor restrictions are resources that are restricted by a donor for use for a particular purpose or in a particular future period. Some donor-imposed restrictions are temporary in nature, and the restriction will expire when the resources are used in accordance with the donor's instructions or when the stipulated time has passed. Other donor-imposed restrictions are perpetual in nature; the organization must continue to use the resources in accordance with the donor's restrictions.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from net assets with donor restrictions to net assets without donor restrictions. Net assets restricted for acquisition of building or equipment (or less commonly, the contribution of those assets directly) are reported as net assets with donor restrictions until the specified asset is placed in service by the Organization, unless the donor provides more specific directions about the period of its use.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Revenues are reported as net assets without donor restrictions if the donor-imposed restrictions are met in the same reporting period. Expenses are reported as decreases in net assets without donor restrictions. The statement of activities reports all changes in net assets, including changes in net assets without donor restrictions from operating activities.

Nonprofit Status and Income Taxes

America's Youth Teenage Unemployment Reduction Network, Inc. qualifies as an organization formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code and, therefore, is not subject to income tax. The Organization is not a private foundation under Section 509(a)(1). Certain unrelated business income as defined in the Internal Revenue Code, is subject to federal income tax. For the year ended June 30, 2022, there was no liability for tax on unrelated business income.

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

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

Fundraising

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

Functional Allocation of Expenses

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

Advertising Costs

The Organization expenses advertising costs when they are incurred. Advertising expense was immaterial for the years ended June 30, 2022 and 2021.

Use of Estimates

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

Cash and Cash Equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. The Organization maintains its cash deposit balances in banks located in Massachusetts. The Organization's balances occasionally exceed those limits. Management feels there is no risk as the chance of loss is remote.

Fixed Assets and Amortization/Depreciation

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

Donated Items and Services

The Organization received donated program space (occupancy) amounting to \$93,720 and \$46,680 for the years ended June 30, 2022 and 2021, respectively. Amounts are recorded at estimated reasonable rates of costs which would have been involved had the facilities been rented.

Fair Value Measurements

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

The Organization determines the fair market values of its financial assets and liabilities, as well as non-financial assets and liabilities that are recognized or disclosed at fair value on a recurring basis, based on the fair value hierarchy established in accordance with generally accepted accounting principles. This policy establishes a fair value hierarchy that prioritizes the inputs and assumptions used to measure fair value. The Organization values its qualifying assets and liabilities using Level 1 inputs. Level 1 inputs reflect unadjusted quoted prices in active markets for identical assets at the measurement date. A qualifying asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

The Organization is required to apply the provisions of U.S. generally accepted accounting principles to fair value measurements for nonfinancial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a non-recurring basis. The Organization has no nonfinancial assets or liabilities required to be accounted for on a non-recurring basis as of June 30, 2022.

Upcoming Accounting Pronouncements

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*. The ASU's core principle is to increase transparency and comparability among organizations by recognizing leased assets and liabilities on the statements of financial position and disclosing key information. ASU 2016-02 will be effective for fiscal years beginning after December 15, 2021, with early adoption permitted.

Management is currently evaluating the effect that these new standards will have on the Organization's financial statements and related disclosures.

2. LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of June 30, 2022 and June 30, 2021 are:

Financial assets:	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 403,139	\$ 260,967
Accounts Receivable	<u>115,606</u>	<u>151,210</u>
Total financial assets	518,745	412,177
Less:		
Net assets with donor restrictions	<u>193,165</u>	<u>122,262</u>
Financial assets available to meet general Expenditures within one year:	<u>\$ 325,580</u>	<u>\$ 289,915</u>

The Organization has \$253,292 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditures. None of the financial

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The Organization keeps its financial assets to be available as its general expenditures, liabilities, and other obligations come due. The Organization has a goal of maintaining a cash balance of 30 days on hand to meet its normal operating expenses, which are, on average, \$190,382.

3. PAYCHECK PROTECTION PROGRAM LOAN

Prior to year-end, the Organization applied for and received a \$243,077 loan under the Paycheck Protection Program created as part of the relief efforts related to COVID-19 and administered by the Small Business Administration. MY TURN has recorded a note payable and will record forgiveness upon being legally released from the loan obligation. Principal and interest payments (at 1%) will be required through the maturity date of February 1, 2026. The Organization has not yet received forgiveness approval.

4. LINE OF CREDIT

The Organization has available a demand line of credit with Rockland Trust Company (a Massachusetts bank) of \$100,000 to be drawn upon as needed, with interest at the bank's base lending rate plus 3.00%, or 5.75% as of June 30, 2022. The line is secured by the Organization's general business assets. The outstanding balance on the line of credit as of June 30, 2022 and 2021 was \$0.

5. LEASE COMMITMENTS

The Organization leases office space at 80 Erdman Way in Leominster Massachusetts as well as 340 Granite St. in Manchester New Hampshire. The following is a schedule of future minimum lease payments under the operating leases.

FY2023	\$ 118,284
FY2024	120,204
FY2025	120,204
FY2026	113,067
	<u>\$ 471,759</u>

All of the Organization's other locations are leased as tenant at will. Rent expense for the years ended June 30, 2022 and 2021 was \$152,878 and \$118,644 respectively.

6. DEFINED CONTRIBUTION PLAN

The Organization has a defined contribution pension plan that qualifies as a tax-sheltered account under Section 401(k) of the Internal Revenue Code for the benefit of eligible

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

employees. Salaried employees that are at least 21 years old are eligible to participate in this plan upon hire. Under the plan, benefit eligible employees can invest pre-tax dollars. The employees are not taxed on contributions or earnings until they receive distributions from the account. The Organization made no contributions under this plan for 2022 and 2021.

7. REVENUE

All of the Organization's revenue is derived from its activities in Massachusetts and New Hampshire. During the year ended June 30, 2022 and 2021. The Organization derived approximately 10% and 9% of its total revenue from foundations and individual donors, 70% and 88% from governmental agencies and 20% and 3% from other sources, respectively.

8. RELATED PARTY TRANSACTION

There were no related party transactions during fiscal year 2022 or 2021.

9. COMMITMENTS AND CONTINGENCIES

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

The Organization's operations are concentrated in the social service provider field. As such, the Organization operates in a heavily regulated environment. The operations of the Organization are subject to administrative directives, rules and regulations of federal, state and local regulatory agencies including, but not limited to the United States Department of Labor, Employment and Training Administration passed through the New Hampshire Department of Education.

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

10. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of resources available to meet future obligations, but only in compliance with the restrictions specified by donors. Donor

AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021

restrictions limit the use of the resources to the youth programs for which they are designated.

11. MANAGEMENT PLANS TO FINANCE OPERATIONS

Management of the Organization is aware of the net asset balance and has plans to finance future operations. These plans include additional fundraising efforts and closely monitoring expenses. Due to the untimely collection of receivables, the Organization has a demand line of credit with Rockland Trust to be drawn upon if needed. Management believes it has sought adequate resources for the fiscal year ended June 30, 2022 and June 30, 2021 to support its operating budgets if needed.

12. SUBSEQUENT EVENTS

The Organization did not have any recognized or non-recognized subsequent events after June 30, 2022, the date of the statement of financial position. Subsequent events have been evaluated through August 31, 2023, the date the financial statements were available to be issued.

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT REDUCTION NETWORK, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

FEDERAL GRANTOR / PASS-THROUGH GRANTOR / PROGRAM TITLE	PROGRAM TYPE	FEDERAL CFDA NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	TOTAL FEDERAL AWARDS EXPENDED
U.S DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION				
Passed through the Bureau of Economic Affairs				
WIOA Cluster				
WIOA Youth Activities				\$ 1,141,271
Passed through North Central Mass. Workforce Investment Board				
WIOA Youth Activities			N/A	177,650
TOTAL US DOL, WIOA Youth Activities, WIOA Cluster	A	17.259		1,318,921
U.S DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION				
Passed through State of New Hampshire Department of Education				
Adult Education	B	84.002	06-56-56510-4095-102-500731	108,020
U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT				
Passed through City of Rochester, NH				
Community Development Block Grants / Entitlement Grants	B	14.218	N/A	24,000
CDBG Cares Act	B	14.218.119	N/A	317
U.S DEPARTMENT OF JUSTICE	B	16.609		33,000
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 1,484,258

NOTES TO SCHEDULE OF FEDERAL AWARDS

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of America's Youth Teenage Unemployment Reduction Network, Inc., d/b/a My Turn, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance). Because the schedule presents only a selected portion of the operations of My Turn, it is not intended to and does not present financial position, changes in net assets, or cash flows of My Turn.

Note 2. Summary of Significant Accounting Policies

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

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

Bruce D. Norling, CPA, P.C.

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

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (a nonprofit Organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated August 31, 2023.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Bruce D. Norling, CPA, P.C

August 31, 2023
Sudbury, Massachusetts

Bruce D. Norling, CPA, P.C.

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited America's Youth Teenage Unemployment Reduction Network, Inc.'s (the Organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2022. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error,

and express an opinion on the Organization's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Bruce D. Norling, CPA, P.C

August 31, 2023
Sudbury, Massachusetts

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2022**

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unqualified opinion on the financial statements of America's Youth Teenage Unemployment Reduction Network, Inc. (the Organization).
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of the Organization were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditors' report on compliance for the major federal award programs for the Organization expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Uniform Guidance are reported in this schedule.
7. The program tested as major program was:
U.S. Department of Labor: WIOA Youth Activities (CFDA #17.259)
8. The threshold for distinguishing Types A and B programs was \$750,000. Type A programs are those that exceed \$750,000.
9. The Organization was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT – NONE

C. FINDINGS – MAJOR FEDERAL AWARD PROGRAMS – NONE

**AMERICA'S YOUTH TEENAGE UNEMPLOYMENT
REDUCTION NETWORK, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022**

Prior Audit Findings: None



for Opportunity and Success

Key Personnel & Salaries

Name	Title	Salary on Contract
Allison Joseph	Executive Director	\$30,000
Tara Gorski	Deputy Director	\$60,000
Holly Joseph	Program Director	\$75,000
Mary Peters	Director of Ex Relationships	\$66,000
Various	Career Specialist	\$60,000

Allison Joseph

Accomplished non-profit Executive Director passionate about expanding economic opportunity and eliminating gun violence. Relentlessly supportive of participants and staff. Creative problem solver, skilled at creating unique solutions to complex problems.

Employment:

Executive Director

December 2013 - Present

MY TURN, Incorporated

Increased revenue from \$860k to \$3.8M including \$1.7M in Federal Workforce Innovation and Opportunity Act funds. Overseeing 44 staff and operations across 20 sites throughout New Hampshire and Massachusetts providing services to 1,000 participants. All programs meeting or exceed federal and state performance measures.

- Provides strategic leadership, including business planning, budget forecasting, and board relations.
 - Supervises and mentors direct service managers.
 - Ensures successful program outcomes.
 - Analyzes data to drive program improvements.
 - Researches best practices in areas related to youth education and employment.
 - Develops key partnerships to advance the mission of the organization.
 - Responsible for all aspects of programming and operations including Human Resources, Finance, Information Technology, Program Evaluation, and Program Management.
 - Manages and conducts organizational fundraising including grant writing, event planning, gift requests.
-
- Featured in National Youth Employment Coalition (NYEC)'s Report: Cross-System Collaborative Approaches to Promote Workforce Development for Youth with Justice Involvement; 2023 ([cross system collaborative approaches to promote workforce development \(secureriver.net\)](#))
 - Featured by National Institute of Justice as a Evidence-Based Collaboration to Reduce Gun Violence – 2023 ([Police Use Science and Community Partnerships to Reduce Gun Violence | National Institute of Justice \(ojp.gov\)](#))
 - Featured in NH Bar Association News for our work on New Hampshire's Young Adult Court pilot program – 2023 ([BN-9-20-23.pdf \(nhba.s3.amazonaws.com\)](#)) pg. 5
 - Designed and implemented New Hampshire's first and only Violence Interruption Program – Project Connect – In collaboration with Manchester Police Department; 2021
 - Received the New Hampshire Advantage Award – NH Business and Industry Association; 2019
 - Featured by Office of Adolescent Health as a TAG (Think, Act, Grow) in Action – Successful Strategies for Improving Adolescent Health; 2017 ([TAG In Action: Successful Strategies | Youth.gov](#))
 - Received the Leadership Development Program of the Year – Stay Work Play Rising Star Awards; 2016

Deputy Director

July 2013 – December 2013

MY TURN, Incorporated

Retained all responsibilities of the Director of Programs, NH Region. Also performed the following tasks:

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

Director of Programs, NH Region

May 2011 – July 2013

MY TURN, Incorporated

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

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

Career Specialist, Manchester Central High School

July 2007 – May 2011

MY TURN, Incorporated

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

- Provided employment services and Work-Based Learning experiences.
- Facilitated summer youth employment opportunities by developing jobs in the community and oversaw youth employees.
- Created engaging curriculum to deliver educational/tutoring skills training.
- Developed citizenship and leadership development opportunities in the community.
- Directed student led Community Service-Learning Projects.
- Provided additional support services and twelve months of follow-up services to each participant.

Education:

Excellence in Governance Certificate
NH Center for Nonprofits November 2016

Certified Entrepreneurship Teacher
Network for Teaching Entrepreneurship, Bentley University, Waltham, MA December 2008

Bachelor of Arts in Sociology
Saint Anselm College, Goffstown, NH December 2006

Leadership & Awards:

CompStat360 Gun Violence Problem Solving Team (Manchester)
2021 – Present
Work collaboratively with stakeholders to develop solutions to violence, especially youth/young adult gun violence, in the city of Manchester, NH

Trustee, Blue Knights Foundation
2017 – Present
Evaluate grant proposals for funding. Foundation exclusively supports students and activities at Manchester High School West.

WMUR – Heroes Among Us
2022
Nominated by a MY TURN Alumni as a local hero ([Heroes Among Us: Allison Joseph | 100 "All of the magic is within them when they come to us and we just clear the way for them to be able to achieve their goals." Allison Joseph, executive... | By WMUR-TV | Facebook](#))

NHHB4 Work Group on the Benefits Cliff
2020 – 2022
Nominated by Governor Chris Sununu to assist in the development of policies to mitigate the impact of the benefits cliff and increase opportunities for economic prosperity in NH.

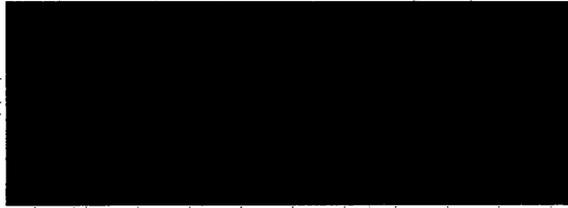
Endowment for Health – Race & Equity: Economic Development/Criminal Justice Work Groups
2018 – 2023
Worked to create systems, policies and programs that support racial equity and fairness so that all residents of NH may prosper.

Union Leader NH 40 Under Forty Award
2016
Recognized for work as a leader in the non-profit sector.

NH Shared Youth Vision Teams:
Manchester Area; Member 2007 – 2013; Co Chair 2010 – 2013
Concord Area; Member 2012 – 2013; Co Chair 2012 – 2013
Worked to elevate the voices of youth and young adults in the Greater Manchester and Concord areas.

Outstanding Teacher; NH WZID Teacher Appreciation Week
2011
Nominated by a MY TURN participant as an outstanding teacher.

Tara Gorski



Objective:

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

Employment:

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

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

Responsibilities:

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

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

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

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

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

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

Responsibilities:

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

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

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

Education

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

Holly L. Joseph

Experience

Vestmoore Warehousing Services, Merrimack, NH (November, 2010 – Present)

Receptionist, Shipping/Receiving

- Answer multi-line telephone, greet guests/customers
- Receive, confirm and record all shipment
- Plan and schedule freight carriers for pick-up and delivery
- Coordinate with Customer Service and customers, on shipping specifications/needs

AllPro Services, Derry, NH (April, 2010 – July, 2010)

Cleaner

- Performed private-residential and commercial cleaning jobs
- Floor restoration, mold removal, windows, carpets
- Job sites included homes, colleges, businesses, medical offices

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

Program Assistant

- Administrative support to Career Specialists at each site
- Filing, making copies, preparing curriculum
- Entered student notes into computer system

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

Instructional Coordinator, Test Administrator

- Administered tests to students, inputted scores, created student portfolios
- Updated student binder material after each session, assigned new lessons
- Prepared student conference material for the Center Directors
- Direct support to Center Instructors and Directors

Education

Winter Semester – 2011 **Manchester Community College, Manchester, NH**
Completed 7 Credits toward General Studies

June-August – 2012 **Boston Reed College, Manchester Community College, Manchester, NH**
Pharmacy Technician Certification Training Program – Completed 77 hours of training
Final Grade – 91%

Skills

- 5+ years customer service experience
- Attention to detail
- Knowledge of computers and electronics
- Knowledge of administrative and clerical procedures

Additional Information & Interests

- Registered with the State of New Hampshire Board of Pharmacy - **Registration No. PT8531**

DaShawna Bourgault



Objective:

A highly organized and hard-working individual looking for a responsible position to gain practical experience. Seeking a full time position to expand my knowledge and skills in a high-level professional experience.

- Able to work at a fast pace.
- Able to pay attention to small and large details.
- Can think outside of the box.
- Experience working with legal information in a law office.
- Experience in retail and handling cash.
- Experience in working with children.
- Experience in customer and food services

Education:

Nashua High School South	Class of 2013
Keene State College	Class of 2017
University of Massachusetts at Lowell	Class of 2019

Work and Volunteer Experience:

MYTURN- In School Youth Specialist Holly Joseph

- Provide a diverse group of 35 program participants with intensive career and academic assessment, planning, service delivery, placement and follow up.
- Network with key stakeholders and support services throughout the community to ensure that program participants have access to needed support services.
- Work closely with the Director of Programs to ensure that all activities are integrated with the overall mission and curriculum of MY TURN.

T-Bones American Eatery- Server Michael Bisson

- Clean and prepare the dining area.
- Greet customers and help them to their seats.
- Maintain knowledge of every food and drink menu item.
- Document orders accurately.
- Delivers beverages and meals on time.
- Asks for customer feedback.
- Prepare bills and processes payments.

Lowell Strive- Youth Care Advocate Ashley Tourcotte

- Organize seminars and plan activities for youth 12-21
- Interact and recommend treatment for youth
- Helping youth identify issues and coming up with healthy solutions
- Serve as a role model and life skills coach

Buffalo Wild Wings- Bartender/Server Jason Johnson

- Used social networking to bring in revenue and good relations with customers
- Provided exceptionally friendly and efficient customer service while mixing craft cocktails and pouring many different types of beer.
- Demonstrate the ability to multitask at a fast pace while dealing with various situations/individuals with over 500 guests
- Utilized knowledge of mixed beverages, specialty liquors and craft beers to serve customers and provide wait staff with well- prepared drinks in a timely fashion
- Opened and closed restaurant independently, restocked depleted items daily, signed packages to and from distributors, helped prepare for events
- Utilize Aloha POS system

Temazcal Tequila Cantina- Bartender

Junior Ramos

- Understand and explain the different types of tequila for guests.
- Utilized knowledge of mixed beverages, specialty liquors and craft beers to serve guests and provide wait staff with well- prepared drinks in a timely fashion
- Opened and closed restaurant independently, restocked depleted items daily, signed packages to and from distributors, helped prepare for events
- Utilize Aloha POS system

Waltham Boys and Girls Club- Group Leader

Sarah Hebert

- Assist in developing and implementing program activities.
- Maintain the day to day compliance of the After School Program. This includes academic support, leadership growth, health & life skills, the arts, fitness, and other recreational activities.
- Maintain rules and regulations while always keeping the children's need highest priority.
- Complete additional training hours as required by the Department of Early Education & Care
- Additional responsibilities as determined by supervisor

Dave & Busters- Bartender

Tony Rosolino

- Provide a fun and sport like atmosphere for guests while creating over 50 craft cocktails and pouring many types of beer.
- Main objective of a Dave & Buster's employee is to be fun to the core, have a "You Got it" attitude, understand that everybody is somebody and each position is equally important, and have an all-around founder spirit meaning to treat our store like it is our home.
- Opened and closed the store independently, restocked items daily, and maintained the overall cleanliness of the restaurant.
- Private bartender for events such as office outings, birthday parties, meetings, etc.

Gottesman & Hollis Attorneys at Law. LLC; pre-law intern

Julie Bouillard

- Filing of important court documents
- Maintain the front/wait areas; Greet clients.
- Handling incoming bills as well as paying bills for the company.
- Worked with important law programs on the computer to help the lawyers in the office keep their files protected, organized, and accessed easily upon having the password to do so.

FLIR Systems; Internship in Human Relations

Joy Stickel

- Filing of important employee documents.
- Drafting outgoing correspondence to companies and organizations.
- Help organize company special events by calling certain distributors and clients for the head of HR.

Activities and Awards:

- Tips Certified 2020
- ServSafe Certified 2020
- Vice President's List at Nashua Community College 2015-2016
- Boys and Girls Club of Greater Nashua Youth of the Year 2013-2014
- Women's Varsity Volleyball 2012-2013
- Keystone Leadership Program 2009-2013
- Toastmasters semester program 2009

Referrals available upon request.

JAMES COSTON

HUMAN SERVICES

P

E

A

OBJECTIVE

Creative and experienced Youth Leader/ Mentor with a track record for impacting and assisting youth reach their potential. Specialty would be in the field of music production, mentorship and case management.

EXPERIENCE

March 2018 – Current

Dispatch – Lead Dispatcher – Securitas

- Responsibilities include maintaining records, handling communication with various areas, monitoring Students and all areas of the campus, and maintaining overall safety of students and faculty of Lesley University.

April 2017 – March 2018

Delivery Driver CDR - Dedham, MA Area - Amazon

- Ensured packages were delivered to designated address, Scan the package and bring to area specified by customer, and confirm in the system when deliveries are complete.

March 2015 - April 2017

Merchandising Execution Associate - The Home Depot

- Maintained the store integrity and maintenance of Bays, lead a team to accomplish and execute projects in a timely fashion, ensured customer satisfaction and provided assistance when ever possible.

LEADERSHIP

2009-2012

Program Coordinator & Common Wealth Corps Member

Teen Empowerment – Boston MA

Planned and facilitated workshops, events, guest speakers, socials, and extracurricular activities for at-risk youth in the Boston Public School System.

EDUCATION

Jeremiah E. Burke High School
Boston - Massachusetts 2006

Successfully completed general education courses and received Core Diploma.

KEY SKILLS

- MICROSOFT SUITE
- MERCHANDISING
- EXCELLENT ATTENTION TO DETAIL
- TRAINABILITY
- EFFECTIVE COMMUNICATION
- ACTIVE LISTENING
- STRONG ENTREPERSONAL SKILLS
- CCTV AND SURVEILLANCE

ACHIEVEMENTS

- PROMOTION WITHIN FIRST YEAR FROM COMMON WEALTH CORPS MEMBER TO PROGRAM COORDINATOR FOR TEEN EMPOWERMENT - 2010
- UPWARD MOBILITY FROM SECURITY OFFICER TO LEAD DISPATCHER - 2021

MARY PETERS

- ✓ **Enthusiastic and goal oriented professional** committed in pursuing a career in the field of human services.
- ✓ **Extensive background** in staff training, team leadership and coaching, performance evaluations and customer service. Able to perform administrative support work including managing projects, drafting memos, correspondence, sending messages and providing additional support as required.
- ✓ **Motivational management** style with proven history of building, guiding and retaining high-performance teams to develop and implement strategies for accelerated growth. Excellent team builder and leader, managing sales teams in a highly competitive sales environment.
- ✓ **Excellent planning and organizational skills** including attention to detail and the ability to manage multiple priorities while achieving established deadlines/goals. Enthusiastic, eager to learn, meet new challenges and assimilate new concepts and ideas quickly.

AREAS OF KEY STRENGTHS

- Staff Training & Development
- Time Management
- Communication
- Administrative Support
- Client Relationship Management
- Document Management
- Needs Assessment
- Customer Service
- Problem Analysis/Resolution

PROFESSIONAL EXPERIENCE

LANCASTER ELEMENTARY SCHOOL, Salem, NH • 2015-PRESENT

SPECIAL EDUCATION ASSISTANT

Responsibilities included working one on one with students diagnosed with cross categorical disabilities including autism, learning disabilities and behavioral disorders.

- Executed lesson plans as prepared and assigned by classroom teachers
- Monitored student information and maintained accurate student records
- Supervised students during lunch sessions and recess
- Assisted the teacher with communication and coordination between parents and staff

JCPENNEY, Salem, NH • 2005-2011

SALES MANAGER

Oversaw large divisions including Women's Accessories, Fine Jewelry, Shoes and Women's clothing resulting in positive comp sales for the last 12 financial quarters. Boosted sales to a combined eight million dollars across supervised divisions

- Developed and implemented merchandising and store environment plans to achieve operations and sales goals
- Facilitated programs and instructed new sales managers during on-boarding/orientation
- Trained and supervised 90 full, part-time and seasonal employees
- Proficiently instructed associates on merchandise characteristics for all new brand launches

CASUAL CORNER GROUP, Salem, NH • 1998-2005

ASSISTANT MANAGER

Provided assistance and support in overseeing daily operations, including staffing, training, on-site advertising, sales as well as customer relations

- Motivated staff to exceed established sales goals and objectives by developing effective sales techniques
- Visited various locations in Eastern District to implement new programs and chair round table discussions
- Effectively ensured employees provided the highest quality service
- Achieved customer satisfaction awards as well as many of my direct reports

EDUCATION

**BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION
NEW YORK INSTITUTE OF TECHNOLOGY**

Danika Christie Rainie

Education

Bachelor of Science, Early Childhood Studies
Plymouth State University, Plymouth, NH, May 2015
Option: Teacher Certification (K-3)
Magna Cum Laude GPA: 3.51/4.00

Workforce Experiences:

The Boys & Girls Club of Sutton Unit Director March 2017 to September 2023

Boys & Girls Clubs of Central NH, Concord, NH

- Full-time, salaried paid director working Monday through Friday, in a licensed program, with members from Sutton Central School and Kearsarge Regional Middle School grades K through 6th.
- Implemented and operated successfully summer camp program starting in 2021.
- Directs and manages overall daily operations of a site with the primary concern for a comprehensive outcome-driven program and service delivery.
- Supervises and trains staff, handles personnel issues, manages facility, manages a budget and manages community relations, volunteers and membership administration.
- Key roles; leadership, resource development, relationships/partnership development/ public relations.
- Create an environment that facilitates the achievement of Youth Development Outcomes that;
 - promotes and stimulates program participation
 - assists in orientating new members to the Club rules and daily scheduling
 - provides guidance and role modeling to members
- Effectively implements and administers programs, services and activities.
- Monitors and evaluates programs, services and activities to ensure Club and child safety.
- Participates and sometimes runs bi-weekly director's forums.
- Maintains close, daily contact with Club staff.
- Maintains daily contact with external community groups, schools, members' parents and others to assist in resolving problems when required.
- Maintained communication with all families in order to provide adequate and accommodating care for each member in the program.

Line Cook, March 2019 to Present

Smitty's Cinema, Tilton, NH

- Part time, hourly, once a month on weekends or as needed
- Works various stations in the kitchen
- Communicates customer requests effectively with team
- Prepares meal service
- Maintains a clean and orderly work place meeting state and local requirements

The Boys and Girls Club Group Leader, March 2017 to March 2017

Boys and Girls Club of Central New Hampshire, Concord, NH

Part time, hourly paid group leader working Monday through Friday with the senior program (grades 5-8).

Create an environment that facilitates the achievement of Youth Development Outcomes that;

- promotes and stimulates program participation
- assists in orientating new members to the Club rules and daily scheduling
- provides guidance and role modeling to members

Effectively implements and administers programs, services ad activities.

Monitors and evaluates programs, services and activities to ensure Club and child safety.

Participates in weekly branch/site staff meetings.

Maintains close, daily contact with Club staff.

Maintains contact with external community groups, schools, members' parents and others to assist in resolving problems when required.

YMCA After School Site Director, September/October 2015 to March 2017

Beaver Meadow School, Concord, NH

- Part time to Full time site director working with elementary school children.
- Handles daily operations meeting YMCA quality and standards.
- Ensures the safety of children
- Distributes a healthy snack and provides at least 30 minutes per day of physical activity.
- Implements the selected curriculum.
- Supervises staff and volunteers
- Organizes special events.
- Develops relationships with families and children.
- Interacts regularly with the host site school administration.
- Maintains attendance records, staff records, follows procedures related to incident reporting and filing accident reports.

Kindergarten Paraprofessional, August 2015 to June 2016

New Hampton Community School, New Hampton, New Hampshire

- Part-time teacher assistant/paraprofessional in a kindergarten classroom.
- Works collaboratively with the lead teacher.
- Assists/participates with daily routines, disciplinary action,
- Responsible for the safety, and care of 20 kindergarten students.
- Participates in six hours a day, 5 days a week from 7:30 a.m. to 1:00 p.m.

Camp Counselor, Summer 2014-Summer 2017

City of Concord Parks and Recreation Department, Concord, New Hampshire

- Counselor for young children going into first or second grade (6-7 year olds).
- Responsible for the supervision, safety and accident prevention of campers.
- Daily planned and implemented the day camp program.
- Act as a liaison between the Parks & Recreation Department, campers and parents.
- Responsible for taking daily attendance, complete accident and incident reports when necessary.
- Responsible for the organization and maintenance of the camp facility, supplies, and equipment.
- Substituted for fellow counselors in other camps, such as recreation camp where children are between the ages of 8 and 10.
- Participated 5 days a week from 7:30 a.m. to 5:30 p.m.

Retail Sales Associate, January 2014 to July 2015

Bath and Body Works, Tilton, NH

- Worked as cashier and sales person
- Understand customers' needs and help them find the best products for themselves and others
- Deliver exceptional in-store shopping experiences
- Build a highly satisfied and loyal customer base through engagement, uncovering needs, making product recommendations, and gathering customer information to support continued engagement
- Support product replenishment activities that keep the store full and abundant
- Assist with floorset execution, window changes, visual presentation and marketing placement as needed
- Maintain company values, policies and procedures
- Strive to Achieve Operational Excellence

Early Childhood Experience:

Intern/Student Teacher, Fall/Spring Semesters of 2014- 2015

Bristol Elementary School, Bristol, New Hampshire

- Planned, engaged and assisted with classroom setup.
- Gained experience and expertise in co-planning and co-teaching.
- Attended and engaged in co-teaching seminar.
- Led classroom routines, lessons, and activities.
- Participated in school/staff meetings and activities.
- Implemented lesson plans created/assisted with co-teacher.
- Assessed child's learning through anecdotal records, and student work samples.
- Used appropriate assessment to inform instruction and curriculum.
- Engaged in self-reflective practices.
- Substituted when primary teacher is out of classroom.
- Developed and implemented a unit on insects for four weeks.
- During the fall, participated 2.5 days per week.
- During the spring, participated 5 days per week.

Substitute Teacher, Fall 2013

Plymouth State University Center for Young Children and Families, Plymouth, New Hampshire

- Communicated with families about their child on a daily basis.
- Worked in Preschool and Kindergarten classrooms.
- Implemented plans and followed routines as provided by absent teacher.

Classroom Aide, Fall 2011 to Fall 2013

Plymouth State University Center for Young Children and Families, Plymouth, New Hampshire

- Worked under the supervision of the classroom teacher.
- Interacted with and read to children.
- Assisted during routines such as lunch, nap, and snack time.
- Worked on average six hours per week.

Preschool Practicum Student, Spring 2013

Plymouth State University Center for Young Children and Families, Plymouth, NH

- Interacted with, nurtured, and supported children in all areas of development.
- Designed and/or implemented a developmentally appropriate curriculum.
- Used constructive approach to a curriculum, instruction, and guidance, and discipline.
- Worked under the supervision of a faculty mentor and cooperating teacher.
- Attend weekly team meetings.
- Participated 9 hours per week for a total of 135 hours.

Workshops and Training During Collegiate Career

- Presenter, Early Childhood Showcase, Plymouth State University, Plymouth, NH. November 17, 2014. Presented session "*All Work and No Play? How Recess Benefits the Whole Child.*"
- Attended and completed three 6.5 collaborative sessions on "1st Grade Mathematics Curriculum Mapping." (October 29, 2014, December 10, 2014, and February 17, 2015)
- Presenter, Early Childhood Showcase, Plymouth State University, Plymouth, NH. December 2011. Presented poster on "*A, B, C, Squirrel: Does ADHD affect a child's self-regulation? To what extent?*" (Fall 2011)
- Attended Common Core Presentation, Plymouth State University, Plymouth, NH (Spring 2014)
- Attended Teacher Panel featuring Teacher of the Year Joey Lee, Plymouth State University, Plymouth, NH (Fall 2013)
- Attended and volunteered at the Annual Spring Conference, "*Hand and Hand: Together We're Better*" at Plymouth State University, Plymouth, NH, April 14, 2012 attended trainings for; Extinction of Childhood, Talking the Talk and Walking the Walking of Communication, Inspiring and Empowering Your Students to be the best Authors they can be, and Toilet Learning; Bridging the Gap Between Home and School.

Honors/ Awards

- Dean's List; Fall 2012, Fall 2013, Spring 2014
- President's List; Spring 2012
- Member of the Honors Program at Plymouth State University
- Secretary of Kappa Delta Pi International Honor Society in Education, Fall 2014-Spring 2015
- Represented the Early Childhood Studies Department at Open House, Spring 2013

References available upon request

Franchesca Alcala

Student - Career Specialist



Experience

Career Specialist, *MY TURN, Inc.*

July 2017 – Current

Assist youth with developing their skills, goals, and self-confidence through alternative education, post-secondary planning, career exploration, and employment training. Began as a program assistant, helping in all areas programmatically, quickly promoted to Career Specialist and able to utilize my skills to assist students reach their career and life goals.

Dietary Manager & LNA, PCA, Patient Transport *Pleasant Valley Nursing Home*

October 2016 – July 2017

Responsibilities included managing daily food service operations and recruiting dietary staff. Interacting with patients to ensure satisfaction, planning, budgeting, purchasing, and preparing meals for patients, staff, and visitors, also supervising the dietary staff.

Education

May 2024 – Current

Bachelor's Degree, Transfer Business Management

September 2021 – 2023

Associate degree, Small Business Management

October 2016

LNA Certificate, Allied Health, and Nursing Assistant

May 2015

Certificate, Liberal Arts

June 2013

High School Diploma, General Education

Skills

Multi-Lingua

Project Management

Communication

Case Management

Organization

Problem-solving

Leadership

Career Counseling

Nicole Ann Conroy

Summary: Dedicated professional, specializing in working with at-risk youth in academic and career-based education. Energetic and organized in providing at-risk youth case management and supportive services to further educational and employment opportunities. Successful in initiating, promoting, and maintaining strong interpersonal and community relationships. Able to demonstrate a courteous, professional, tactful manner when working with and in the public. Able to smoothly organize and operate the daily, monthly, and yearly function of an independent site within a larger agency.

Professional Experience:

Program Director, North Central MA, MY TURN, Inc. Leominster, MA
2012 – Present

- Support staff in the MA MY TURN Programs in the timely and accurate recording of all program participants' information, activities, and outcomes into the required databases.
- Oversee the success of a strategic work plan to ensure MY TURN programs and staff successfully deliver all program components and accomplish outcomes.
- Oversee and support staff with all aspects of Intake, Assessment and Service Delivery as well as program implementation including meeting all programmatic contractual obligations.
- Support staff and manage data to ensure that all Programs meet or exceed all performance benchmarks and outcomes.
- Track data across Programs to manage and achieve outcomes for all contractual obligations.
- Provide clear directives around expectations to Career Specialists, Education Specialists, Program Assistants, and Interns (including timelines and deadlines when necessary).
- Analyze data to identify trends, best practices, and programmatic challenges; use data to strategically develop and implement program improvements
- Provide program coverage in the absence of the Career Specialist or Education Specialist as well as if a Program is in between staff.
- Oversee handling of monthly & yearly budget spending and management of weekly, monthly & yearly administrative duties.
- Ensure that all programs' budgets are adhered to and changes to those budgets including requests for movement of funds between specific line items is properly negotiated with relevant funders
- Responsible for the effective supervision of staff within the region including conducting regular staff meetings, completion of performance reviews, create and review professional development plans with staff, orient and train staff in their positions, provide oversight, guidance, and mentoring to staff, coordinate staff schedules and PTO requests, and ensure that MY TURN's staff discipline policy is executed
- Ensure that all program activities are effective and program benchmarks are achieved.
- Develop relationships and collaborate with key stakeholders and other service providers and community agencies in the North Central MA community.

- Assist in grant writing and accessing additional funding for program support.
- Maintain a safe, stable, and positive atmosphere where program participants can work toward achieving goals.
- Assist in the expansion of out of school programs & participate and host fundraising activities.
- Recruit and maintain files in accordance with the Workforce Investment & Opportunity Act (WIOA) guidelines.
- Recruit, maintain files, and invoice services per contract with the MA Department of Health and Human Services.

**Education Specialist/Case Manager, North Central MA, MY TURN, Inc. Fitchburg, MA
2011 – 2012**

- Provide ongoing educational, case management and supportive services to low-income, at-risk youth, both in and out of school, in North Central MA and refer youth to appropriate services in the community as needed.
- Understand the Federal WIOA system under which the MY TURN Program operates. Demonstrate knowledge needed to enroll, work with, and exit participants within this system.
- Recruit, access and enroll participating youth into the MY TURN in and out of school programs.
- Develop and revisit individual service plans with program participants that recognize strengths, weaknesses, and academic abilities.
- Provide academic instruction to prepare program participants for the high school equivalency credential.
- Provide college and career counseling to at-risk youth.
- Assist youth on the pathway to entering community college.
- Oversee all in and out-of-school programs working with at-risk youth and assist with coordination in and out-of-school program activities.
- Provide one year of follow up contact to all program participants.

**Adult Basic Education Instructor, Training Resources of America, Worcester, MA
2011-2013**

- Provide instruction in all academic areas, focused on readying adult participants for the HiSET/GED exam.
- Aid in counseling program participants on academic options and offer support services in attaining academic goals.
- Provide regular communications with the Training Resource of America Adult Education Coordinator on participant progress and other issues.
- Work closely with the Training Resource of America Adult Education Coordinator and educational staff to ensure quality programming and supportive services for all participants.
- Conduct regular assessments to document participant progress.
- Provide regular reports on participant progress to the Training Resource of America

Adult Education Coordinator.

- Responsible for maintaining a safe, positive, and stable atmosphere where all participants feel comfortable and can work toward their goals.
- Provide ongoing case management and support services for all program participants.
- Refer program participants to appropriate community agencies as needed.

**Education Specialist, Fitchburg OSY Program, MY TURN, Inc., Fitchburg, MA
2008-2011**

- Responsible for providing initial academic assessments with participating youth.
- Developing and revisiting individual service plans with program participants that recognize participants' strengths and weaknesses and academic abilities.
- Provide instruction in all academic areas, focused on readying participants for the HiSET/GED exam.
- Aid in counseling program participants on academic options and offer supportive services in attaining academic goals.
- Provide regular communications with the MY TURN Case Managers on participant progress and other issues.
- Work closely with the MY TURN Case Managers to ensure quality programming and supportive services for all participants.
- Conduct regular assessments to document participant progress and complete monthly case notes.
- Provide regular reports on participant progress to the MY TURN Director of Programs.
- As part of the Out-Of-School-Youth Team provide regular and creative input for continuous program improvement.
- Responsible for maintaining a safe, positive, and stable atmosphere where all participants feel comfortable and can work toward their goals.
- Provide ongoing case management and supportive services for all program participants.
- Refer program participants to appropriate community agencies as needed.
- Provide one year of follow-up contact to all participants when they complete the MY TURN program to track progress and goals.

**Special Education Teacher, Dr. Franklin Perkins School, Lancaster, MA
1998 - 2004**

- Responsibilities included creating, implementing, and carrying out daily lesson plans in multiple subject areas.
- Assessing student progress through informal/formal assessment, constructing IEP goals for individual students, reporting quarterly on students' progress, and attending/contributing in quarterly/yearly meetings.
- Creating, implementing, and carrying out behavior modification plans for individual students and the classroom to maintain a safe and productive environment.

Trainings Attended:

Charlie Applestein's No Such Thing as a Bad Kid: Understanding & Responding to Youth with Emotional & Behavioral Challenges Using a Positive, Trauma-informed, Strength-Based Approach

Charlie Applestein's No Such Thing as a Bad Kid: Creating & Maintaining a Positive, Strength-Based Culture in your Setting

Youth Mental Health First Aid USA for Adults Assisting Young People

SABES, The Art of Teaching

Community Involvement:

Fitchburg State University Human Services Advisory Board – 2020 to Present

Member of the North Central MA Executive Youth Council - September 2017 to 2020

Member of the North Central MA Youth Council – 2012 to 2020

Education:

Anna Maria College, BA of Science in Criminal Justice, with Honors, 1997

Clinton High School, Diploma, with Honors, 1993

References: Available upon request.

Kirk Binning Jr.

OBJECTIVE

To obtain a Justice-Involved Young Adult Career Specialist position.

EDUCATION

PLYMOUTH STATE UNIVERSITY, HISTORY PROGRAM,

PLYMOUTH, NH

BACHELOR OF ARTS, HISTORY *Graduated May 2012*

MINOR, SOCIOLOGY/ANTHROPOLOGY

GPA: 3.12

Summary

An ambitious and dedicated advocate of families that has experience in various roles of education and case management. Strong educational background in research, critical thinking, and implementing and organizing data in an accurate, highly detailed and oriented manner. Strong communication and problem solving skills and has had success building lasting connections with youth and families, the ability to resolve and mediate conflict and the ability to be creative and understanding in offering new perspectives when teaching and counseling. I believe everyone should be treated with dignity and respect and that we should all presume competence in everyone we meet.

WORK EXPERIENCE

October 2022- December 2023 Child Protective Service Worker- Family Service at DCYF

-Responsibilities include: Provide case management, referrals for services, coordinate, manage and administer services for children and families including maintaining children in the home safely, strengthen families for reunification, providing permanency for children in care and working closely with various community agencies while promoting the prevention of child abuse and neglect. Mandated to physically see children in DCYF care at least once a month. Responsible for writing court reports and going to court to provide updated information pertaining to compliance levels of parental court orders.

May 2016-October 2022 DSP Program Manager at Community Bridges

-Responsibilities include: Overseeing day to day operations of support/care and acting as a liaison between staff and Family Managers. Supervision of 2-4 DSP's. Tutoring at the collegiate level. Supporting client with career work. Programming communication device. Administering and logging medications. Tracking inventory, cleaning, and daily activities through online documentation. Providing physical and personal care support. Developing a solid rapport with the client and their family, friends, and community. Maintaining all systems in place to help fulfill the goal of client living a rewarding and healthy life.

May 2015-2016 Junior Program Director/ Floating Site Director at Boys and Girls Club of Central New Hampshire

-Responsibilities include: To plan, organize, implement, and direct club operations on a day to day basis. To recruit, supervise, and train multiple employees as well as maintain effective relationships with parents, children, and other related agencies.

August 2014-May 2015 Shift Supervisor at NFI North Midway Shelter

-- Responsibilities include: To provide supervision and services at a short-term fifteen bed residential program for juvenile delinquents. To provide counseling, organize and participate in group activities, as well as working one-on-one with clients as well as parents/guardians. Schedule weekly events and integrate staff, clients, and the community. Complete daily paperwork and support company database.

December 2012-August 2014 Head Soccer/Basketball Coach/Teacher Assistant/ Tutor at Sau 18 (Franklin)

--Responsibilities include: To support learning within the classroom environment by "floating" as additional support during class activities or by working with specific groups or individual pupils. To identify where in the class additional support is needed and provide flexibility within the classroom.

Summer 2009-2012 Camp Counselor at ADA Camp Carefree

--Responsibilities included: To serve as a primary adult responsible for children with Diabetes. To organize and participate in all camp activities including teaching classes, organizing schedules, and the ability to work in a fast environment with multiple staff members.

Skills-

Teaching

Organization

Problem Solving

Leadership

Time Management

Creativity

Teamwork

Interpersonal Communication

Writing

Collaboration

Empathy

Attention to Detail

Computer Literacy

Critical Thinking

Active Listening

Adaptability

Leadership

Experience

Multitasking

Work Ethic

Self-Motivation

Research



for Opportunity and Success

Key Personnel & Salaries

Name	Title	Salary on Contract
Allison Joseph	Executive Director	\$30,000
Tara Gorski	Deputy Director	\$60,000
Holly Joseph	Program Director	\$75,000
Nicole Conroy	Program Director – South	\$40,000
Mary Peters	Director of Ex Relationships	\$66,000
Franchesca Alcalá	Nash OSY Career Specialist/Site Mgr	\$63,000
TBD	Nash MFG Career Specialist	\$57,450
TBD	Roch OSY Career Specialist	\$58,000
Danika Rainie	State OSY Career Specialist	\$57,500
James Coston	Manch OSY Career Specialist	\$57,500
Kirk Binning	Manch JI-OSY Career Specialist	\$60,000
DaShawna Bourgault	Nash ISY Career Specialist	\$57,525
TBD	HiSET ISY Career Specialist	\$60,000
TBD	Data Specialist	\$57,500