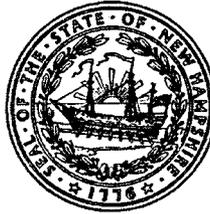


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Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

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

January 31, 2018

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with America's Youth Teenage Unemployment Reduction Network, Inc., d/b/a My Turn, Inc., Brockton, MA (Vendor Code 166581), in an amount not to exceed \$100,000.00, to provide services to pregnant and/or parenting youth that support increased development in academics, career planning, parenting skills, credential attainment and community supports that will result in continued education and/or employment outcomes, for the period effective upon Governor and Council approval through June 30, 2018. 100% Federal Funds

Funding is available in the account titled Teen E3 Grant as follows:

06-56-56-562010-25250000-102-500731 Contracts for Program Services FY 18 \$100,000.00

EXPLANATION

The Department is requesting a **sole source** contract due to the fact that the Teen E3 program requires the same supportive services for pregnant and/or parenting youth that is presently provided through a contract funded with Workforce Innovation Opportunity Act (WIOA) funds. WIOA has limited supportive funding, and these funds will be used to provide support services necessary to success for existing participants and expand the number of participants who can be provided services. It will be used to support not supplant existing funding.

The Department was awarded \$1,800,000 by the NH Department of Resources and Economic Development, Office of Workforce Opportunity. NH Department of Resources and Economic Development is the administrative entity designated by the Governor of the State of New Hampshire to receive and administer the Workforce Innovation Opportunity Act (WIOA) funds allocated to the State of New Hampshire from the US Department of Labor. America's Youth Teenage Unemployment Reduction Network, Inc., through an RFP process, was awarded a contract from these funds in order to:

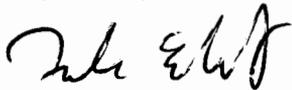
- (1) provide to eligible youth in achieving academic and employment success, effective and

His Excellence, Governor Christopher T. Sununu  
and the Honorable Council  
January 31, 2018  
Page 2 of 2

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:pd:emr

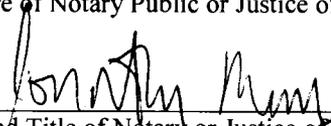
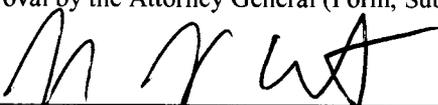
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name America's Youth Teenage Unemployment Reduction Network, Inc.		1.4 Contractor Address 1019 Crescent Street, Brockton, MA 02302	
1.5 Contractor Phone Number 603-714-1340	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Peter Durso, Education Consultant, Bureau of Integrated Programs		1.10 State Agency Telephone Number 603-271-6050	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Allison Joseph Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Feb 2, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]                       JONATHAN C. MASON, Notary Public                      My Commission Expires August 14, 2018                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>2-6-18</u> <u>FRANK EDELBLUT, COMMISSIONER OF EDUCATION</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/7/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

 2/5/19

Agreement. This provision shall survive termination of this Agreement.

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

### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

ap  
2/5/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

  
2/3/18

**EXHIBIT A**  
**SCOPE OF SERVICES**

America's Youth Teenage Unemployment Reduction Network, Inc. will provide the following services to the New Hampshire Department of Education effective upon Governor and Council approval through June 30, 2018:

1. Assess pregnant and parenting youths' education, work experience, skills, abilities, qualifications, and job interest; assess readiness for job referral, classroom training, on-the-job training, and/or support services; attempt to match pregnant and parenting youth with available employment, training, or other opportunities/services by working with the E<sup>3</sup> Education Consultant, school counselors, and the UNH E<sup>3</sup> Higher Education Consultant.

The assessment process will be individualized based on each pregnant and parenting youth's unique situation. It's critical to identify where each student is starting from, so the appropriate path is created. Some of the following pre-employment training/assessments can be utilized to identify skill gaps and areas where additional training is needed in the areas of job exploration and career & workplace readiness:

- Soft skills, teamwork, problem solving and communication training
- Self-advocacy and job accommodations
- O\*NET Assessment and Interest Profiler and review
- Career ladder and labor market exploration
- Learning style assessments
- Informational interviews and job tours/shadows with employers
- Job application training
- Resume training and development
- Job search plan development and practice
- Professional presentation and appearance training
- Mock interviews and feedback sessions internally and with employers
- Personal finance, budgeting and benefits management assistance
- Transportation training
- Basic reading, writing, math and computer skills for business

2. Work with the E<sup>3</sup> Education Consultant in determining work-based Extended Learning Opportunities (ELO's) to complete required competencies for graduation that are outside of the school day.
3. Provide "soft skill" training for pregnant and parenting youth to develop resumes, cover letters, and interviewing skills that may assist them in obtaining employment.

Contact public and private employers in order to develop on-the-job training and/or direct job placement sites for pregnant and parenting youth; maintain cooperative relationships with employers, academic and vocational training institutions, and support service and community resource agencies; identify appropriate job placement/training opportunities for pregnant and parenting youth; maintain an awareness of local job market and opportunities to assist in providing guidance to pregnant and parenting youth; arrange for employment interviews, attend job fairs, conduct special workshops, presentations, group orientations, or perform other training and outreach activities.

4. Monitor and evaluate pregnant and parenting youths' progress through program components; monitor service providers through reports and site visits; resolve any problems or provide guidance and counseling; make phone calls or conduct field visits to investigate pregnant and parenting youths' progress in various programs designed to assist them in preparing for and obtaining employment.

5. Develop communication tools in which to collect and share monthly findings on employment progress of pregnant and parenting youth for the program director and other E<sup>3</sup> agencies.
6. Make monthly contact with pregnant and parenting youth via phone calls/meetings to determine employment progress and any barriers to the work place.
7. Provide end of year summative reports to the E<sup>3</sup> evaluator in order to summarize finding as required through the Pregnancy Assistance Fund; a sub-division of the US Department of Health and Human Services.

Services to be provided Monday-Friday to pregnant or parenting youth ages 14-24. Programs are regional: Nashua, Milford, Manchester and Rochester.

Handwritten signature and date: 2/5/18

**EXHIBIT B  
BUDGET**

**Budget (through June 30, 2018)**

Staff Salary	\$18,000.00
Fringe Benefits	\$3,780.00
Student Wages	\$8,000.00
Travel/Transportation	\$5,000.00
Expendable Supplies	\$4,000.00
Tuition	\$38,000.00
Support Services	\$15,000.00
Administrative	\$8,220.00
Total:	\$100,000.00

**Limitation on Price:** In no case shall the total budget exceed the price limitation of \$100,000.00.

**Funding Source:** Funding for this contract is available in the Account titled Teen E3 Grant:

**FY 18**

06-56-56-562010-25250000-102-500731 Contracts for Program Services      \$100,000.00

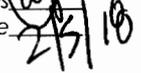
**Method of Payment:** Payment is to be made monthly on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Peter Durso  
Project Director  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials   
Date 2/5/18

**EXHIBIT C**

None

Contractor Initials   
Date 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2018

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC - New England 100 Front St, Ste 800 Worcester MA 01608	<b>CONTACT NAME:</b> Thomas O'Neill <b>PHONE (A/C, No, Ext):</b> 888-850-9400 <b>E-MAIL ADDRESS:</b> MMA.NewEngland.CLines@marshmc.com	<b>FAX (A/C, No):</b> 866-795-8016													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : Twin City Fire Insurance Company	29459	INSURER C : Hanover Insurance Company	22292	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> America's Youth Teenage Unemployment Reduction Network, Inc. 1019 Crescent Street Brockton MA 02301	AMERIYOUTH1
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**COVERAGES**                      **CERTIFICATE NUMBER:** 442166040                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			PHPK1677468	8/24/2017	8/24/2018	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 type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1677468	8/24/2017	8/24/2018	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB591229	8/24/2017	8/24/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECNM0314	8/23/2017	8/23/2018	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	D&O and EPL			LHN9352773	8/24/2017	8/24/2018	\$1,000,000	

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

<b>CERTIFICATE HOLDER</b>  NH Department of Education 21 South Fruit Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

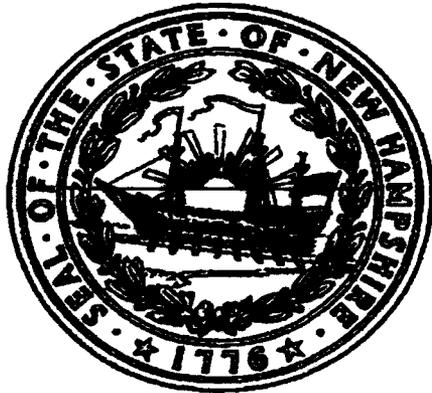
# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 471109



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



*for Opportunity and Success*

February 5, 2018

To whom it may concern:

Please accept this letter as proof that America's Youth Teenage Unemployment Reduction Network, Inc. (EIN# 22-2565777) does business as MY TURN, Inc. in New Hampshire and Massachusetts.

A handwritten signature in black ink, appearing to read "Allison Joseph". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Allison Joseph

Executive Director

MY TURN, Inc.

(603) 321-3416

**Certificate of Authority**

I, Jonathan Mason, Secretary of MY TURN, Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on February 5, 2018, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

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

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

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on February 5, 2018
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 5<sup>th</sup> day of February, 2018.

(Corporate Seal if any)

  
 \_\_\_\_\_  
 Secretary

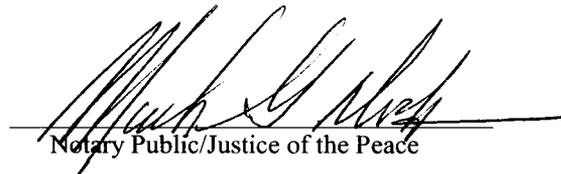
**(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)**

STATE OF NEW HAMPSHIRE  
 COUNTY OF HILLSBOROUGH

On February 5, 2018, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledge that executed the foregoing certificate.

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

**MARK G. DODGE, Notary Public**  
 State of New Hampshire  
 My Commission Expires November 18, 2020

  
 \_\_\_\_\_  
 Notary Public/Justice of the Peace

# MY TURN, Inc.

## BALANCE SHEET

As of May 18, 2017

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

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

#### LIABILITIES AND EQUITY

##### Liabilities

##### Current Liabilities

##### Accounts Payable

2000 Accounts Payable	0.00
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<b>Total Accounts Payable</b>	<b>\$0.00</b>
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##### Other Current Liabilities

2100 Current Liabilities	0.00
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2110 Loan payable	60,000.00
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2111 Dept 25 NHDOE advance	141,493.30
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2112 Dept 25C NHDOE advance	0.00
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2113 Dept 25D NHDOE advance	0.00
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<b>Total 2110 Loan payable</b>	<b>201,493.30</b>
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2120 Accrued exp	0.00
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2130 Accrued payroll tax	0.00
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2140 Accrued payroll	0.00
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2155 EE 401k deferral	-1.16
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2165 Accrued FSA	0.00
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<b>Total 2100 Current Liabilities</b>	<b>201,492.14</b>
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<b>Total Other Current Liabilities</b>	<b>\$201,492.14</b>
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<b>Total Current Liabilities</b>	<b>\$201,492.14</b>
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##### Long-Term Liabilities

##### 2500 Other Long Term Liabilities

2510 Deferred revenue	0.00
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<b>Total 2500 Other Long Term Liabilities</b>	<b>0.00</b>
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<b>Total Long-Term Liabilities</b>	<b>\$0.00</b>
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<b>Total Liabilities</b>	<b>\$201,492.14</b>
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##### Equity

3000 Opening Balance Equity	797,177.33
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3050 Unrestricted Net Assets	-734,084.93
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##### 3100 Restrict fund

3105 - Brockton School Dept	0.00
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3129 Greater Worcester Community Foundation'14	0.00
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3150 Restrict-Clowes	0.00
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3155 Restrict-Scholarship	0.00
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3159 - NH Charitable Found'n	0.00
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	TOTAL
3161 - Bean Foundation	4,463.06
3176 Restrict-Clipper Ship Foundation Inc	0.00
3177 - Community Foundation Central Mass	2,259.45
3178 National Grid Foundation'14	0.00
3179 Dollar General Lit Foundtion'14	0.00
3181 Restrict-Alfred Chase Foundation	0.00
3197 Restrict-NYEC	0.00
<b>Total 3100 Restrict fund</b>	<b>6,722.51</b>
Net Income	-204,056.92
<b>Total Equity</b>	<b>\$ -134,242.01</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$67,250.13</b>



*for Opportunity and Success*

## **MY TURN Governing Board Membership**

*All Positions are Voluntarily Held*

### **Mauro Torres, President**

*Architect at Microsoft Corporation*

90 Prospect Street, South Easton, MA 02375 (Home)

(774) 284-0175 (Cell Phone)

### **Eric Mitchell, Director**

*Director at ABCDorchester, Inc.*

110 Claybourne Street, Dorchester, MA 02124 (Business)

(617) 288-2700 (Business Phone)

### **Patrick Queenan, Director**

*Assistant Attorney General, State of New Hampshire*

17 Courtland Street, Nashua, NH 03064 (Home)

(603) 493-7628 (Cell Phone)

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

*Retired from Fairpoint Communications*

97 Sunnyside Street, Manchester, NH 03103 (Home)

(603) 860-7021 (Cell Phone)

### **Jehona Latifi, Director**

*Nurse at Elliot Hospital*

115 Circle Rd #3 Manchester, NH 03103 (Home)

(603) 820-5091 (Cell Phone)

### **Rachelle Lappinen, Clerk**

*Career Counselor at MassEdCo*

32 Valleyview Road, Leominster, MA 01453 (Home)

(508) 887-6295 (Cell Phone)

### **Jon Mason, Director**

*Corporate, Community, and Continuing Education Coordinator at Nashua  
Community College*

(603) 578-8900 Ext. 1763 (Work Phone)

