New Hampshire Employment Security
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"We're working to keep New Hampshire working"

# NEW HAMPSHIRE EMPLOYMENT SECURITY
## WorkInvestNH-EMT OJT Negotiated Contract

**I.**

| | |
|---|---|
| NHES Contract No.: | NHES Office: |
| NHES Contract Developer: New Hampshire Employment Security | Contract Developer Contact Info: WorkInvestNH-EMT@nhes.nh.gov |

| **LICENSED UNIT NAME and ADDRESS** | **AGENCY NAME and ADDRESS** |
|---|---|
| | New Hampshire Employment Security<br>45 South Fruit Street<br>Concord, NH 03301<br>ATTN: Operations Unit |
| Telephone:<br>Email: | Telephone: 833-658-4760 |

☐ *Alternative W-9 form has been given to employer*

| | |
|---|---|
| Employer Name | Sarah Morrissey<br>Agency Contact Name |
| Employer Title | Director of ESB & Operations<br>Agency Contact Title |
| Employer Signature / Date | Agency Signature / Date |

**II.** This subsidized employment contract is entered into between **New Hampshire Employment Security**, hereinafter called the **Agency**, and _____, hereinafter called the **Employer**.
*(Employing Unit Name)*

The parties agree that the **Employer** shall employ _____ employee(s) and pay all wages associated with the occupation. The **Employer's** intent is to provide the employee(s) with permanent employment at the completion of the subsidized employment contract. In consideration for services to be provided by the **Employer** for the **period beginning** _____ and **period ending** _____ (not to exceed 4 weeks) the **Employer** will receive a total **maximum amount up to $2,000.00** (per employee), such amount to be paid pursuant to the terms and conditions set forth in this contract, which includes the attached General Provisions.
*# employees*

## III. PROGRAM COST TABLE

| **EMPLOYEE 1**<br>Name and SS# of Employee | Occupation S.O.C. | Total # of Hours Employee Will Work per Week | Hourly OJT Cost | Total Amount of OJT Reimbursement |
|---|---|---|---|---|
| | | | | MAXIMUM $2000 |

| **EMPLOYEE 2**<br>Name and SS# of Employee | Occupation S.O.C. | Total # of Hours Employee Will Work per Week | Hourly OJT Cost | Total Amount of OJT Reimbursement |
|---|---|---|---|---|
| | | | | MAXIMUM $2000 |

| **EMPLOYEE 3**<br>Name and SS# of Employee | Occupation S.O.C. | Total # of Hours Employee Will Work per Week | Hourly OJT Cost | Total Amount of OJT Reimbursement |
|---|---|---|---|---|
| | | | | MAXIMUM $2000 |

| **EMPLOYEE 4**<br>Name and SS# of Employee | Occupation S.O.C. | Total # of Hours Employee Will Work per Week | Hourly OJT Cost | Total Amount of OJT Reimbursement |
|---|---|---|---|---|
| | | | | MAXIMUM $2000 |

| **EMPLOYEE 5**<br>Name and SS# of Employee | Occupation S.O.C. | Total # of Hours Employee Will Work per Week | Hourly OJT Cost | Total Amount of OJT Reimbursement |
|---|---|---|---|---|
| | | | | MAXIMUM $2000 |

## IV. GENERAL PROVISIONS

The **Employer** assures the Agency the following:

1. The **Employer** is not in violation of any local, state or federal law.
2. The **Employer** is not under abnormal labor conditions such as strikes, lockout, or other similar conditions.
3. The **Employer** is not highly mobile or limited to minimal employee training.
4. No members of the **Employer** are now on lay off status or working involuntarily reduced hours.
5. The **Employer** has not moved from another area and left displaced workers.
6. The OJT employees will be subject to the same working conditions as all other employees and will not be required or permitted to work or be trained under working conditions, which are unsanitary, hazardous, or dangerous to the participant's health and safety.
7. Wages paid to the OJT employee are at the **Employer's** normal entry wage rate for the occupation for which they are hired, provided this wage equals or exceeds applicable federal and state laws. Subsidized employees will receive the same fringe benefits as other employees in similar positions.
8. The **Employer's** hiring policies are in accordance with existing Federal and State Civil Rights legislation.
9. The placement of an OJT participant with an **Employer** will not displace any current employee or result in replacement of any employee previously laid off for lack of work.

## V. REPORTING REQUIREMENTS

The **Employer** assures the Agency that:

1. OJT employment invoices shall be submitted within 30 business days of the completion date of the training.
2. The OJT employee evaluation form shall be completed and submitted with the invoice.

**VI.** Upon receipt of the invoice and performance evaluation form, the **Employer** will be reimbursed fifty percent (50%) of documented and confirmed gross wages paid by the employer to the participant for the training period not to exceed 4 weeks or $2,000, whichever comes first. **Employer** shall invoice the department within 30 days after completion of the OJT.

**VII.** The **Employer** agrees to maintain confidentiality of any information regarding the trainee(s) or their immediate families, which may be obtained through employee forms, interviews, test, reports or any other source.

The **Employer** agrees to provide to the State attendance reports, progress reports, grades, etc. The **Employer** further agrees that the State shall have access to and the right to examine directly pertinent books, documents, papers, and records of such training institution/**Employer** involving transactions related to this contract.

## PROVISION FOR BREACH OF CONTRACT

The **Employer** agrees that if it fails to faithfully keep and perform any of the terms, covenants and conditions under-taken herein, or any of the duties imposed upon it by this contract, the State shall be entitled to terminate the contract. The State shall give the **Employer** at least 7 days written notice, specifying the particulars wherein it is claimed that there has been a violation; and, if at the end of such time the **Employer** has not removed the cause of the complaint, or remedied the violations, then the termination of the contract shall be deemed complete. The State shall have the ability to treat such breach on the part of the **Employer** a termination of the contract, the State shall be entitled to maintain an action to recover damages arising out of such breach as well as to all other legal or equitable remedies to which it may be entitled.

If for any reason whatsoever either party should be unable to carry out their part of this contract, then the contract shall be void to either party, provided that each party agrees to reimburse the other for all obligations then accrued under authority of this contract.