



# NEW HAMPSHIRE EMPLOYMENT SECURITY

## Granite Workforce Subsidized Employment Negotiated Contract

I. NHES Contract No.:	NHES Office:
NHES Contract Developer: <p style="text-align: center;">Shannon Aiton</p>	Contract Developer Contact Info: <p style="text-align: center;">Shannon.E.Aiton@nhes.nh.gov</p>
<b>COMPANY NAME and ADDRESS</b>	<b>AGENCY NAME and ADDRESS</b> <p style="text-align: center;">New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301 ATTN: Operations Unit</p>
Telephone:  Email:	Telephone: 603-228-4051

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

Employer Name	Pamela Szacik
Employer Title	Agency Contact Name  Director of ESB & Operations 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**.  
*(Company Name)*

The parties agree that the **Employer** shall employ **one (1)** employee and pay all wages associated with the occupation. The **Employer's** intent is to provide the employee 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** \_\_\_\_\_ the **Employer** will receive a total **maximum amount up to \$4,000.00**, such amount to be paid pursuant to the terms and conditions set forth in this contract, which includes the attached General Provisions.



## V. 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 subsidized 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 subsidized 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 a subsidized participant with your **Employer** will not displace any current employee or result in replacement of any employee previously laid off for lack of work.
10. No individual may be hired for a subsidized position if a member of that person's family is engaged in an administrative capacity for that **Employer**.

## VI. REPORTING REQUIREMENTS

The **Employer** assures the Agency that:

1. Subsidized employment invoices shall be submitted at the end of the subsidized contract period.
2. The subsidized employee evaluation form shall be completed and submitted with the invoice.

- VII.** Upon receipt of the invoice and performance evaluation form, the **Employer** will be reimbursed fifty percent (50%) of the gross wages paid to the participant for the previous four (4) weeks up to \$2,000 after three (3) months of continuous employment and again after nine (9) months of continuous employment for a total maximum reimbursement of \$4,000.

**VIII.** 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.