NH Nondiscrimination Plan

Appendix III. Notice and Communication
HOW TO REGISTER A FORMAL GRIEVANCE UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Any applicant or program participant, who wishes to file a grievance as a result of perceived unfair treatment, discrimination, or violation of WIOA regulations, must follow the appropriate procedure outlined below. If a problem arises when being considered for a service or while enrolled, you should first try to work out a satisfactory solution with the service or training provider, or in OJT, with your employer. If that does not solve the problem, contact the NH Department of Education WIOA Youth Administrator. He/she will try to help you find a solution that meets your needs as well as those of the service or training provider or employer. If you are still not satisfied, you may file a formal grievance or written complaint.

THE NH DEPARTMENT OF EDUCATION WIOA YOUTH ADMINISTRATOR CAN BE REACHED AT:
21 SOUTH FRUIT STREET, SUITE 20, CONCORD, NH 03301
603-271-3805

GRIEVANCE PROCEDURE – NON-CIVIL RIGHTS

A. You may file a written complaint directly either with the NH Department of Education WIOA Youth Administrator or, the Department of Business and Economic Affairs (BEA) Office of Workforce Opportunity (OWO), to begin the formal process (each can send you the appropriate forms to file). This written complaint must detail the specific grievance and include the following information:
1. Your name, address, business, and home telephone number
2. Nature of the grievance
3. Regulations or policies violated, if known
4. Date of alleged act
5. Name and title of others involved in the situation

B. All non-civil rights grievances must be submitted within 90 days of the alleged incident.

C. The Grievance Officer may contact you and/or other parties relevant to the complaint to obtain additional information and may convene a formal hearing. As an alternative, you may request a formal mediation process using an impartial mediator.

D. The NH Department of Education, WIOA Youth Administrator will render a decision within ninety (90) days of receipt of the complaint.

E. If you are dissatisfied with the decision, you may choose to file your complaint with the EO officer of the BEA, Office of Workforce Opportunity (OWO), in Concord, NH. Information regarding this process will accompany the NH Department of Education WIOA Youth Administrator’s decision.

F. Appeals must be filed within 60 days of the receipt of the decision being appealed. Appeals must be filed within 120 days of the filing of the grievance with the State, or the filing of the appeal of a local grievance with the State. All appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator and the opposing party.

EQUAL OPPORTUNITY – CIVIL RIGHTS GRIEVANCE

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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.

A. All civil rights grievances must be submitted within 180 days of the alleged incident.

B. You may file your grievance with either the NH Department of Education, the OWO, or with the Civil Rights Center, Washington, D.C. Please advise NH Department of Education WIOA Youth Administrator (EO/Grievance Officer) of your choice and the appropriate forms will be sent directly to you.

1. Filing with NH Department of Education:
   a. Upon receipt of the written grievance, the EO/Grievance Officer will have 90 days to obtain information and for the WIOA Statewide Administrator to render a decision. The EO Officer may contact you and/or other party relevant to the grievance to obtain additional information and may, at his or her option, convene a formal hearing or arrange for formal mediation.
   b. If you are dissatisfied with the decision, or have received no decision within 90 days of filing the complaint, you may file the complaint with the Civil Rights Center, U.S. Department of Labor, Washington, D.C. no later than 30 days of the expiration of the initial 90-day resolution period. (In other words, within 120 days of the initial filing of the complaint.)

2. Filing with the Civil Rights Center, U.S. Department of Labor, Washington D.C.:
   a. Complaint Information Form and Notice about Investigatory use of Personal Information Forms can be obtained from the NH Department of Education WIOA Youth Administrator or OWO EO Officer.

COMPLAINTS/GRIEVANCES PERTAINING TO LABOR STANDARDS

If a complaint/grievance pertaining to violation of Labor Standards is made and the NH Department of Education has not responded to the issue within the allowed 90 day time period, the grievance may be submitted to the U.S. Secretary of Labor, Washington, D.C. (Labor Standards pertains to conditions of employment and training, such as OSHA and Worker’s Compensation. Individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and extent as other employees working a similar length of time and doing same type of work, or no employee displaced as a result of WIOA funds).

I have read and/or had this form read to me. I understand my rights to file a grievance. I understand that I may ask for help in filing a grievance from the EO/Grievance Officer.

Signature of Applicant/Participant ____________________ Date ____________________
HOW TO REGISTER A FORMAL GRIEVANCE WITH SOUTHERN NEW HAMPSHIRE SERVICES, INC.
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

Any applicant or program participant who wishes to file a grievance as a result of perceived unfair treatment, discrimination, or violation of WIOA regulations must follow the appropriate procedure outlined below. If a problem arises when being considered for a service or while enrolled, you should first try to work out a satisfactory solution with the service or training provider, or in OJT, with your employer. If that does not solve the problem, contact your local Community Action Program representative. He/she will try to help you find a solution that meets your needs as well as those of the service or training provider or employer. If you are still not satisfied, you may file a formal grievance or written complaint.

THE EO/GRIEVANCE OFFICER FOR SOUTHERN NEW HAMPSHIRE SERVICES, INC. (SNHS) CAN BE REACHED AT:
SOUTHERN NEW HAMPSHIRE SERVICES, P.O. BOX 5940, MANCHESTER, NH 03108
(603) 668-8010

GRIEVANCE PROCEDURE – NON-CIVIL RIGHTS

A. You may file a written complaint directly either with the Grievance Officer of SNHS or, the BEA Office of Workforce Opportunity, to begin the formal process (each can send you the appropriate forms to file). This written complaint must detail the specific grievance and include the following information:
1. Your name, address, business, and home telephone number
2. Nature of the grievance
3. Regulations or policies violated, if known
4. Date of alleged act
5. Name and title of others involved in the situation

B. All non-civil rights grievances must be submitted within 90 days of the alleged incident.

C. The Grievance Officer may contact you and/or other parties relevant to the complaint to obtain additional information and may convene a formal hearing. As an alternative, you may request a formal mediation process using an impartial mediator.

D. The WIOA Statewide Administrator of SNHS will render a decision within ninety (90) days of receipt of the complaint.

E. If you are dissatisfied with the decision, you may choose to file your complaint with the EO Officer of the BEA Office of Workforce Opportunity (OWO) in Concord, NH. Information regarding this process will accompany the WIOA Statewide Administrator’s decision.

F. Appeals must be filed within 60 days of the receipt of the decision being appealed. Appeals must be filed within 120 days of the filing of the grievance with the State, or the filing of the appeal of a local grievance with the State. All appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator and the opposing party.

EQUAL OPPORTUNITY – CIVIL RIGHTS GRIEVANCE

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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.

A. All civil rights grievances must be submitted within 180 days of the alleged incident.

B. You may file your grievance with either SNHS, the OWO, or with the Civil Rights Center, Washington, D.C. Please advise SNHS EO Officer of your choice and the appropriate forms will be sent directly to you.
1. Filing with SNHS:
   a. Upon receipt of the written grievance, the SNHS EO Officer will have 90 days to obtain information and for the WIOA Statewide Administrator to render a decision. The EO Officer may contact you and/or other parties relevant to the grievance to obtain additional information and may, at his or her option, convene a formal hearing or arrange for formal mediation.
   b. If you are dissatisfied with the decision, or have received no decision within 90 days of filing the complaint, you may file the complaint with the Civil Rights Center, U.S. Department of Labor, Washington, D.C. no later than 30 days of the expiration of the initial 90-day resolution period. (In other words, within 120 days of the initial filing of the complaint.)
2. Filing with the Civil Rights Center, U.S. Department of Labor, Washington, D.C.
   a. Complaint Information Form and Notice about investigative uses of Personal Information Forms can be obtained from the SNHS or OWO EO Officer.

COMPLAINTS/GRIEVANCES PERTAINING TO LABOR STANDARDS

If a complaint/grievance pertaining to violation of Labor Standards is made and SNHS has not responded to the issue within the allowed 90 day time period, the grievance may be submitted to the U.S. Secretary of Labor, Washington D.C. (Labor Standards pertains to conditions of employment and training, such as OSHA and Worker’s Compensation. Individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and extent as other employees working a similar length of time and doing same type of work, or no employee displaced as result of WIOA funds).

I have read and/or had this form explained to me. I understand my rights to file a grievance. I understand that I may ask for help in filing a grievance from the EO/Grievance Officer.

Signature of Applicant/Participant

Date

Revised: July 12, 2018
HOW TO REGISTER A FORMAL GRIEVANCE WITH 
COMMUNITY ACTION PROGRAM, BELKNAP-MERRIMACK COUNTIES, INC. (CAPBMCI)  

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP) 

Any applicant or program participant, who wishes to file a grievance as a result of perceived unfair treatment, discrimination, or violation of SCSEP regulations, must follow the appropriate procedure outlined below. If a problem arises when being considered for a service or while enrolled, you should first try to work out a satisfactory solution with the host agency site supervisor. If that does not solve the problem, contact the CAPBMCI SCSEP Program Manager or Workforce Development Programs Director. She/he will try to help you find a solution that meets your needs as well as those of the host agency. If you are still not satisfied, you may file a formal grievance or written complaint. 

THE EO OFFICER FOR COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES INC. CAN BE REACHED AT:  
P.O. BOX 1016, 2 INDUSTRIAL PARK DRIVE, CONCORD, NH 03302-1016 (603) 225-3295 

GRIEVANCE PROCEDURE – NON-CIVIL RIGHTS

A. You may file a written complaint directly either with the Executive Director of CAPBMCI or the Department of Business and Economic Affairs - Office of Workforce Opportunity (DBEA-OWO), to begin the formal process (either can send you the appropriate forms to file). The written complaint must detail the specific grievance and include the following information:  
1. Your name, address, business, and telephone number  
2. Nature of the grievance  
3. Regulations or policies violated, if known  
4. Date of alleged act  
5. Name and title of others involved in the situation  

B. All non-civil rights grievances must be submitted within 90 days of the alleged incident. 

C. You and/or other parties relevant to the complaint may be contacted to obtain additional information and may convene a formal hearing. A copy of the complaint will be submitted to the CAPBMCI Equal Opportunity (EO) Officer. 

D. The CAPBMCI Executive Director will render a decision within ninety (90) days of receipt of the complaint. 

E. If you are dissatisfied with the decision, you may choose to file your complaint with the EO Officer of the DBEA-OWO in Concord, NH. Information regarding this process will accompany the CAPBMCI Executive Director’s decision. 

F. Appeals must be filed within 60 days of the receipt of the decision being appealed. Appeals must be filed within 120 days of the filing of the grievance with the State, or the filing of the appeal of a local grievance with the State. All appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator and the opposing party. 

EQUAL OPPORTUNITY – CIVIL RIGHTS GRIEVANCE

The Senior Community Service Employment Program (SCSEP) prohibits any individual from being excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in any organization or program receiving SCSEP financial assistance on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, or gender identity. 

A. All civil rights grievances must be submitted within 180 days of the alleged incident. 

B. You may file your grievance with either CAPBMCI, the DBEA-OWO, or with the Civil Rights Center, Washington, D.C. Please advise the CAPBMCI EO Officer of your choice and the appropriate forms will be sent directly to you. 

1. Filing with CAPBMCI:  
   a. Upon receipt of the written grievance, the CAPBMCI EO Officer will have 90 days to obtain information and for the CAPBMCI to render a decision. The EO Officer may contact you and/or other parties relevant to the grievance to obtain additional information and may, at his or her option, convene a formal hearing or arrange for formal mediation.  
   b. If you are dissatisfied with the decision, or have received no decision within 90 days of filing the complaint, you may file the complaint with the Civil Rights Center, U.S. Department of Labor, Washington, D.C no later than 30 days of the expiration of the initial 90-day resolution period. (In other words, within 120 days of the initial filing of the complaint) 

2. Filing with the Civil Rights Center, U.S. Department of Labor, Washington, D.C:  
   a. Complaint Information Form and Notice about investigatory uses of Personal Information Forms can be obtained from the CAPBMCI or OWO EO Officer. 

COMPLAINTS/GRIEVANCES PERTAINING TO LABOR STANDARDS

If a complaint/grievance pertaining to violation of Labor Standards is made and CAPBMCI has not responded to the issue within the allowed 90 day time period, the grievances may be submitted to the U.S. Secretary of Labor, Washington D.C. (Labor Standards pertains to conditions of employment and training, such as OSHA and Worker’s Compensation. Individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and extent as other employees working a similar length of time and doing same type of work, or no employee displaced as result of SCSEP funds). 

I have read and/or had this form explained to me. I understand my rights to file a grievance. I understand that I may ask for help in filing a grievance from the EO Officer. 

________________________________________  __________________________________________ 
Signature of Applicant/Participant                  Date                                      

Revised: 7-16-2018
Senior Community Service Employment Program (SCSEP)

Participant & Host Agency Supervisor Handbook

The Senior Community Service Employment Program (SCSEP) is funded by the U.S. Department of Labor. The NH State SCSEP Program is administered by N.H. Department of Business and Economic Affairs - Office of Workforce Opportunity and operated by:

Community Action Program
Belknap-Merrimack Counties, Inc.
2 Industrial Park Drive
P.O. Box 1016
Concord, New Hampshire 03302-1016

603-225-3295 or 1-800-856-5525

Community Action Program, Belknap-Merrimack Counties, Inc. is an equal opportunity employer/program. Auxiliary aids and services are available upon request. TDD/TTY Access: RELAY NH 1-800-735-2964

Revised 7-20-17
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PROGRAM DESCRIPTION

The Senior Community Service Employment Program (SCSEP) is a community service and work based training program for older workers. The SCSEP program provides subsidized, part-time, community service work based training for low-income persons age 55 and older who are in need of updating or enhancing their current employment skills.

Program participants work an average of 20 hours per week, and are paid the highest of Federal, State or local minimum wage, or the prevailing wage. Participants in the program are placed in a wide variety of community service positions at non-profit and public facilities, including day-care centers, senior centers, schools and hospitals. It is intended that these community service experiences will serve as a bridge to other employment positions that are not supported with Federal funds.

SCSEP participants are limited to a lifetime durational limit of 48 months with all projects.

HISTORY

The Senior Community Service Employment Program (SCSEP) began as an experimental program operated by the National Farmer’s Union in the early 1960’s. At that time, retired farmers were hired as part-time consultants to help in the preservation of farm life in the Mid-West. This project was such a success that it led to the formation of a federally-subsidized employment program nationwide. SCSEP was authorized by Congress in Title V of the Older Americans Act of 1965.

The Senior Community Service Employment Programs are operated by several providers, including two in New Hampshire, and more than 90,000 older workers will be served nationwide.

PROGRAM STRUCTURE

Community Action Program Belknap-Merrimack Counties, Inc. (CAPBMCI) is a sub-recipient of the SCSEP grant through a cooperative agreement with the N.H. Department of Business and Economic Affairs – Office of Workforce Opportunity (DBEA-OWO) who administers the federal funds received by the U.S. Department of Labor.

As the sub-recipient of the grant, CAPBMCI is responsible for the management and operation of the state Senior Community Service Employment Program. Program staff includes one program manager, two participant employment specialists and one administrative assistant. The program is part of the CAPBMCI Workforce Department and overseen by the Workforce Development Programs Director.

Staff responsibilities include the following:

- Marketing and recruitment of participants, host agencies and employers
- Program Eligibility / Annual Recertification
- Skills / Career Assessment / Individual Employment Plan (semi-annually)
- Placement of participant with appropriate host agency(s) to enable the participant to gain the necessary training to enhance their ability to obtain unsubsidized employment.
- Support throughout the placement with contact at a minimum of every 30 days
- Assistance with Job Search / Job Leads
- Job Placement
- Follow-up with participants after placement into unsubsidized employment
Once an individual is deemed eligible for SCSEP and their interests have been determined, the SCSEP Employment Specialist provides assistance in matching the individual with the appropriate host agency for training. Once interviewed and placed as a trainee with the host agency, the individual becomes known as a "participant" or "enrollee".

The length of the training period with the host agency will vary depending on the host agency training outline and the individual participant’s capabilities. Participants may need to rotate to multiple host agency training sites to gain experience.

Host Agencies are encouraged to hire participants who successfully complete the training period if an appropriate job opening exists.

All participants are expected to make contact with the local NH Works offices to register themselves in the Job Match System and to review job openings in their area on a regular basis to ensure placement into an unsubsidized job once the training has been completed.

**Program Participant Durational Limits**

The 2006 amendments to the Older Americans Act have imposed durational limits on SCSEP participation. Participants are limited to an average duration of 27 months in the program. In addition, individual participants have a lifetime durational limit of 48 months with all SCSEP projects.

**PROGRAM STEPS**

**Eligibility**

To qualify for the Senior Community Service Employment Program, applicants must meet the following eligibility criteria:

- Age 55 or older
- Current Resident of New Hampshire
- Unemployed
- Gross family income of no more than 125% over the Federal Poverty Guidelines established by the U.S. Department of Labor.

Enrollment priority is given to: veterans and qualified spouses of veterans; persons over age 65; have a disability, are limited English-speaking; have low literacy skills; reside in a rural area; have low employment prospects; have failed to find employment after using WIOA Title I; are homeless or at risk of homelessness.

All applicants must complete an application and provide necessary documents to verify all family income. Once enrolled in the program, eligibility is determined annually or at the time any major changes with income occurs.

**Assessment**

Assessment tools are used to identify the participant’s skills and skill gaps as well as potential barriers to employment that could impede their success in achieving their goals. The assessment process helps determine the appropriate employment goals and the steps necessary to help the participant achieve their goals. Assessments are conducted throughout participation with the SCSEP and provide information to assist with the development of the Individual Employment Plan (IEP).
Individual Employment Plan

Each participant will work with their SCSEP Employment Specialist to develop an Individual Employment Plan (IEP). The purpose of the plan is to outline the steps necessary to achieve the ultimate goal of obtaining unsubsidized employment. IEP’s are updated twice per year or more frequently if needed.

Community Service Assignment / Host Agency

Once the participant has been determined eligible, been assessed and has identified employment goals through the development of the IEP, host training site opportunities are reviewed. Often times there are as many as two or three opportunities for a participant to choose from / interview with. The participant and the host agency supervisor will determine the participant’s suitability for the training assignment. A participant will not be asked to perform any duties that they are not capable of performing.

Once placed in a Community Service Assignment (CSA) / Host Agency, the participant is responsible for the following:

- Follow reasonable work requirements as specified by your Host Agency and as outlined in the job description.
- If driving is necessary in your CSA position, you are required to show proof of car insurance in the amount of $100,000 – 300,000 prior to the placement.
- Adhere to your established work schedule.
- Refrain from using cell phone during your work hours.
- Computers are to be used for training purposes and job search only. They are not for personal use or entertainment.
- If additional work hours are being requested of you by the Host Agency, you must contact your SCSEP Employment Specialist to obtain approval. No additional work hours will be paid without the approval of the Workforce Development Programs Director.
- Perform all of your assigned work in a safe and responsible manner.
- Inform your Host Agency supervisor if you plan to be out of work for any reason.
- Inform your Host Agency and the Senior Community Service Employment Program Director of any changes in your physical or mental condition that could affect your safe performance of assigned work.
- All business affairs of the Community Action Program Belknap-Merrimack Counties, Inc. and the Host Agency must be kept confidential. Any information acquired about the Host Agency and its clients or employees, is to be handled in strict confidence. Participants must also follow the rules of confidentiality of the Host Agency.

Any breach of confidentiality will be cause for disciplinary action up to and possibly including termination.
Additional Training Resources

Training in addition to what has been offered through the Community Service Assignment is occasionally necessary to ensure the participant has gained the necessary skills to find unsubsidized employment in the current labor market.

Tuition Assistance and On-the-Job Training (OJT) may be available through the Workforce Innovation & Opportunity Act (WIOA) and Vocational Rehabilitation. Referrals are coordinated with partner programs.

Monitoring & Evaluation

Evaluation is a key element used to identify progress and satisfactory learning and to determine what additional activities or resources are needed to assist you in becoming successful in obtaining unsubsidized employment. You and your host training site will be monitored, your IEP will be updated at least twice per year and it may be necessary to transfer you to another training site that is able to provide additional training necessary to help you achieve success.

Unsubsidized Employment

Participants are required to seek employment as a condition of participation in the SCSEP. Failure to meet the obligation to seek and find employment may result in termination from the program. It is expected that participants be involved in active job search activities and conduct a regular job search while they are enrolled in the SCSEP program.

As one of the partners within the NH Works system, a SCSEP participant has access to several resources within the 12 statewide NH Works offices to assist a participant with their search for unsubsidized employment. Services available include:

- Job Match & Leads / Referrals
- One-on-one job search assistance
- Resume and Cover Letter Writing
- Interviewing Skills and Techniques

Participants must complete a job search log and submit the log along with their timesheets in order to keep a record of where they have looked for employment to and to assist with placement.

Follow-Up

Assisting participants in retaining employment they worked hard to achieve is an important part of the SCSEP. Follow-up contact by the Program Manager, Workforce Development Programs Director or their designee will happen up to 15 months after a participant’s placement in unsubsidized employment to follow-up on the progress and update earnings and benefits and to make recommendations and referrals to any resources necessary to assist the participant in remaining employed.

PROGRAM DETAILS

Commitment to Find Employment

SCSEP participants are required to seek employment as a condition of participation in the program. Your Individual Employment Plan outlines the agreed upon steps to be taken to meet the goal of unsubsidized employment. It is expected you will participate in an active job search, attend all employment related workshops, job clubs, job fairs and use NH Works resources to identify employment opportunities and apply for jobs.

Failure to follow through on your commitment to employment may result in your termination from SCSEP.
Participant Compensation

SCSEP is a work based training program and wages are based on the higher of the current State or Federal minimum wage ($7.25). This amount is not subject to change based on individual performance.

Sick Leave

Participants may receive up to twenty (20) hours of Sick Leave per program grant year (July 1 through June 30). The actual amount allocated to each participant will be prorated based on their date of hire.

Note: A “break in service” may be granted if a participant is unable to work due to personal illness or family emergency for an extended period of time. A written request must be submitted for approval through the SCSEP Manager to the Workforce Development Program Director for approval.

Participants must contact their host agency site supervisor and the SCSEP office prior to the start of the work day if they will be absent.

Physical Examination

Participants are offered a physical examination by their physician on an annual basis funded by the SCSEP program. Written waivers are obtained annually from participants who decline.

Support Services

Supportive services are provided (contingent upon the availability of SCSEP funds) to reduce or eliminate barriers which would impact an enrollee ability to successfully participate in training activities, obtain unsubsidized employment and ensure job retention and are. Support Services are available only when the participant is unable to obtain similar funding assistance through other programs/agencies in the community; and the customer is unable to otherwise address the barrier(s) presented.

Services include but are not limited to: eye exam, prescription lenses or frames and job-related costs such as uniforms, work shoes, safety equipment, tools, car repairs or transportation. Prior approval and authorization by the SCSEP Manager / WFD Programs Director must be obtained to access these services.

Authorized Holidays

Community Action Program Belknap-Merrimack Counties, Inc. authorizes ten (10) paid holidays per year based on the Federal Holidays. The following is a list of the Federal holidays:

- New Year’s Day
- Martin Luther King Jr..Birthday
- Washington’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Participants will not be paid for holidays observed by the host agency and not authorized by SCSEP.
In the event that the host agency observes a holiday that is not listed above, the participant may work extra hours on the other days within the same pay period to make up for lost hours on the day the Host Agency was closed.

NOTE: If the holiday does not fall on a regularly-scheduled work day, the participant would not be paid for the holiday.

Holiday pay is based on the participant’s regular scheduled hours for that day.
Inclement Weather Days

If the Host Agency is closed due to inclement weather on the participant’s scheduled work day, the participant is not expected to work that day and will be paid for their regularly scheduled hours for that day. Host Agency supervisors must identify this closure by making a note at the bottom of the timesheet in addition to posting the hours in the “hours worked” section of the timesheet.

If the host agency is open for business and the participant chooses not to work due to the weather, the participant will not be paid for that day.

Rest Breaks

A Host Agency cannot require a participant to work more than five (5) consecutive hours without granting a one-half hour break or eating period. The one-half hour is non-paid time. This break may be taken at the participant’s work station.

Volunteer Time

Participants cannot volunteer at their own host agency while enrolled. This applies even if the volunteer work involves different duties or a different division of the host agency from the one at which the participant is assigned. However, once the participant has left the host agency, either for another assignment or to exit the program, the participant can volunteer at a host agency at which he or she has previously been assigned.

Approved Break in Service

If a participant is on an approved leave of absence and will return to the original Community Service Assignment or if the participant has ended one Community Service Assignment and has not yet begun another, the participant is considered to have an “Approved Break in Service. During this time, participants will not be paid. Further details on approved breaks are outlined in the “Breaks in Participation Policy” on page 18.

Right of Return

If a participant exits the SCSEP program for unsubsidized employment and works for a total of days not to exceed 30 within three months after the exit, the participant is entitled to return to the program (within 90 days exit) without having to re-enroll.

Unemployment Compensation

SCSEP participants are not eligible for unemployment compensation based on wages earned in the program.

Federal law, Section 3309(b)(5) of FUTA, excludes from mandatory UI coverage any service “as part of an unemployment work-relief or work-training program assisted or financed in whole or in part by any Federal agency or an agency of a State or political subdivision thereof, by an individual receiving such work relief or work training.” SCSEP qualifies for this exemption.

HOST AGENCY REQUIREMENTS

Eligibility

SCSEP participants can be placed with any public agency or private non-profit organization exempt from taxation under 501(c) (3), including faith-based entities. Political parties cannot be host agencies.
Faith Based Organizations

The SCSEP program must ensure that no direct DOL financial assistance is used for inherently religious activities. If a host organization conducts religious activities, it must separate the religious activities in time or location from the SCSEP program. This means that participants may not be employed to carry out inherently religious activities or required to participate in any inherently religious activities. Participants, however, may voluntarily choose to participate in such activities, if they so wish. The host organizations must make clear that a decision to participate, or not, in such activities will in no way affect the quality of work-based training provided.

In accordance with the SCSEP statute and regulations, SCSEP participants also may not be employed to carry out the construction, operation, or maintenance of any facility used or to be used for religious instruction or religious worship. For example, SCSEP participants may not be employed to construct a church or synagogue, to operate or maintain the electrical systems that keep the church or synagogue running, or to perform janitorial services in such facilities. However, the construction, operation, and maintenance prohibition does not prevent a participant from working in a social services program that takes place in a place of worship or religious instruction (as long as the inherently religious activities prohibition is met). For example, a SCSEP participant could serve soup in a soup kitchen held in a church basement or be an aide in a day care center held in a synagogue.

Maintenance of Effort

Placements of participants within a host agency must only be in addition to budgeted employment positions which would otherwise be funded without SCSEP assistance. Host agencies must ensure the placement of a SCSEP participant:

- Will result in an increase in employment opportunities in addition to those that would otherwise be available;
- Must not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits;
- Must not impair existing contracts for service or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed;
- Must not substitute SCSEP-funded positions for existing federally assisted jobs; and
- (5) Must not employ or continue to employ any participant to perform work that is the same or substantially the same as that performed by any other person who is on layoff.

Lobbying

The host agency to the best of their knowledge certifies that no federal appropriated funds are paid or will be paid by or on behalf of the agency / organization, 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-contractor).

Suspension / Debarment

Host agencies must not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
Supervision

The host agency supervisor is the direct supervisor for the participants on-going work assignment, monitors the participant’s day-to-day activities, and works closely with the SCSEP staff to ensure that the training is on target to meeting the training goals outlined in the job description. The supervisor or a designated alternate must provide supervision coverage at the site at all times.

A participant must know who they are to report to at all times. Any change in the supervisor must be reported to the SCSEP staff.

The same level of supervision and training provided to regular employees performing related tasks at the agency/organization should also be provided to the SCSEP participant. Training and supervision will prepare the participant for the transition to unsubsidized employment. The host agency supervisor is responsible for providing adequate orientation and instruction to trainees regarding task responsibilities and job safety.

Whenever possible, participants should be considered for employment in open positions for which they qualify.

Background Checks

All background checks required by a host agency will be completed and paid for by that host agency.

In-Kind Reporting

Host Agency supervisors are encouraged to submit monthly “In-Kind Support” reports which indicate, but are not limited to:

- Time/wages spent in supervision of SCSEP participant
- Value of fringe benefits for supervision time (non-profits only)
- Value of in-service training/staff development provided to participant
- Transportation reimbursements to participant
- Any other Participant support

In-Kind reports are available from the SCSEP administrative office and are due by the 5th of the month.

TIMESHEETS

Timesheets must be completed and signed by the participant and submitted to the host agency supervisor for signed authorization. Please review the following prior to submitting the timesheet:

- Timesheet is completed in blue or black ink (pencil or white out will not be accepted
- Date and hours worked each day is recorded correctly.
- Sick Time is recorded accurately
- Participant & Supervisor have both signed the timesheet.
- Corrections are made by striking a line through the mistake and initialing each correction

Once authorized, it is the responsibility of the participant to ensure the timesheet is delivered to and received by the administrative office of Community Action Program, Belknap-Merrimack Counties, Inc. for processing by the Monday of the second week in the pay period.
Timesheets must be hand delivered or mailed to:

Community Action Program, Belknap – Merrimack Counties, Inc.
PO Box 1016 Concord, NH 03302-1016
Attention: SCSEP

NOTE: In an emergency situation, timesheets may be faxed to the attention of SCSEP at 228-1898.
The signed original MUST follow by mail!

SAFETY / WORKERS COMPENSATION INFORMATION

SCSEP holds in high regard the safety, welfare and health of its staff and participants. We feel very strongly that no task is so urgent that we cannot take the time to do it safely. In accordance with this principle, participants are responsible for exercising maximum care and good judgment in preventing accidents.
Likewise, SCSEP holds the Host Agency to:
Provide the participant with every safety precaution and opportunity to participate in safety presentations or workshops that are provided to other employees in order to protect them and their fellow workers from injury and illness.
Provide and instruct in the use of all necessary personal protective equipment required to safely perform / complete tasks.
Correct any unsafe condition, equipment, or practice that affects a SCSEP participant while working at the Host Agency.

Safety Monitoring:

When the SCSEP participant is assigned to the Host Agency, the SCSEP Employment Specialist will conduct a safety monitoring visit of the work site by completing a safety checklist at the time of the initial Host Agency orientation. All safety concerns found will be brought to the attention of the Host Agency site supervisor to make corrections within an agreed upon timeframe.

Accident Reporting:

Each SCSEP participant is covered by Community Action Program Belknap-Merrimack Counties, Inc. Worker’s Compensation Insurance. This coverage applies to injuries the participant incurs during scheduled work times performing approved work duties outlined in the participant’s training plan / description while at the Host Agency.

In the event a participant suffers an on-the-job accident or an occupational illness and is able to communicate this information, he/she is required to notify his/her immediate Host Agency supervisor as well as:

Teresa Beauchesne, Payroll Manager
Community Action Program Belknap-Merrimack Counties, Inc.
225-3295 or 1-800-850-5525

In the event the participant is unable to make contact with the Community Action Program Belknap-Merrimack Counties, Inc., the SCSEP office must depend on the Host Agency supervisor to report the information.

Once the verbal report has been made, follow up in the form of a written account of the incident needs to be mailed to:

Community Action Program Belknap-Merrimack Counties, Inc.
Attn: Teresa Beauchesne, Payroll Manager
PO Box 1016, Concord, NH 03302-1016
This ensures that Community Action Program Belknap-Merrimack Counties, Inc. can assist you in obtaining appropriate medical treatment. The agency participates in a managed care network for worker’s compensation-related injuries.

IMPORTANT NOTE: Failure to follow the process outlined above may result in the appropriate worker’s compensation report not being filed in accordance with the law, which may jeopardize your rights to benefits in connection with the injury or illness.

CONFIDENTIALITY

SCSEP staff members, participants, host agency supervisors and personnel will hold in strictest confidence any and all information learned through their interaction with applicants, participants, or employees.

Information obtained from any participant in the course of the administration of SCSEP shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual’s identity.

Employees of the US Department of Labor, other federal agencies, and state organizations with lawful responsibility to monitor, audit, and/or evaluate SCSEP may inspect records and reports of an individual where such information is necessary for the performance of their legal duties.

NEPOTISM

Participants cannot be assigned to any host agency where they are related to the site supervisor or administrative staff. Federal Regulations prohibit a person who works in a decision making capacity, whether compensated or not, to hire immediate family members relatives. This also applies to positions of an administrative capacity, staff position, or community service position funded by SCSEP.

ADVOCACY/ PARTISAN POLITICAL ACTIVITIES

The Hatch Act regulations prohibit participants from lobbying or engaging in partisan political activities. Host agencies which must be non-profit under 501(c)(3) of the IRS code, are not permitted to engage in lobbying.

Basically, the Hatch Act states: An employee whose position is paid for with federal funds cannot:

Use their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office.
Directly or indirectly coerce, attempt to coerce, command or advise a state or local officer or employee, to pay, lend or contribute anything of value to a committee, organization, agency or person for political purposes.
Be a candidate for a partisan political elective office.

For further information on the Hatch Act, please contact the Administrative Office.
EQUAL OPPORTUNITY / AFFIRMATIVE ACTION

Equal Employment Opportunity

The Senior Community Service Employment Program (SCSEP) 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 SCSEP funded activities.

Community Action Program Belknap-Merrimack Counties, Inc. provides equal opportunities (EEO) to all employees and applicants for employment. The agency complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absences, compensation and training.

To further the principle of equal employment opportunity for all, the agency has developed an Affirmative Action Plan for minorities and women, the handicapped, and Vietnam-era and special disabled veterans.

The agency expressly prohibits any form of unlawful employee harassment based on 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 SCSEP funded activities.

Improper interference with ability of the agency or the agency’s employees to perform their expected job duties will not be tolerated.

Affirmative Action

It is the policy of Community Action Program Belknap-Merrimack Counties, Inc. not to discriminate, but to provide for equal opportunities in all aspects of program participation and employment, including but not limited to, recruitment, hiring, terminations, layoff, recall, transfers, leaves of absences, promotions, training, benefits, compensation and application of procedures.

Equal Opportunity will be provided without regard to 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 SCSEP funded activities.

The above policy is based on the 14th Amendment to the Constitution of the United States, the Civil Rights Act of 1964, Title VI and VII and Section 504 of the Rehabilitation Act of 1973, American Disabilities Act and other Federal and State legislation and regulations as enacted and/or amended.

Nothing in this policy shall prohibit the acceptance or operation of a program, which has been targeted at a particular segment of the population, by an appropriate Legislative body.

New ADA Guidance Issued by the EEOC

The Equal Employment Opportunity Commission, on May 15, 2013 issued four new guidance documents to help employers understand how Americans with Disabilities Act job protections apply to applicants and employees with cancer, diabetes, epilepsy and intellectual disabilities. According to EEOC officials, the ADA Amendments Act, which took effect in 2009, made it easier to conclude, in legal interpretations, that individuals with a wide range of impairments such as these are protected by ADA. “Nearly 34 million
Americans have been diagnosed with cancer, diabetes or epilepsy and more than 2 million have an intellectual disability,” said EEOC Chair Jacqueline A. Berrien, releasing the guides. “Many of them are looking for jobs or are already in the workplace. While there is a considerable amount of general information available about the ADA, the EEOC often is asked questions about how the ADA applies to these conditions.” The guides cover the circumstances under which an employer may obtain medical information from applicants and employees, reasonable accommodation for individuals with these disabilities, safety concerns and how to prevent and correct workplace harassment.

The guidelines explain, for instance, that an employer may not ask job applicants if they have an intellectual disability or were placed in special education classes, but questions about literacy levels or a job applicant’s ability to arrange files in alphabetical or numerical order are allowed. Employers may not ask individuals if they have cancer or diabetes, but may inquire about a job applicant’s ability to handle physical stresses of a job, such as lifting or rotating shifts. These guidance documents can be found under the heading “Disability Discrimination: The Question and Answer Series” at www.eeoc.gov/laws/types/disability.cfm. New resources are listed below for convenience.

- Health Care Workers and the Americans with Disabilities Act
- Deafness and Hearing Impairments in the Workplace and the Americans with Disabilities Act
- Blindness and Vision Impairments in the Workplace and the ADA
- The Americans with Disabilities Act’s Association Provision
- Diabetes in the Workplace and the ADA
- Epilepsy in the Workplace and the ADA
- Persons with Intellectual Disabilities in the Workplace and the ADA
- Cancer in the Workplace and the ADA
- The Application of Title VII and the ADA to Applicants or Employees Who Experience Domestic or Dating Violence, Sexual Assault, or Stalking

**DRUG-FREE WORKPLACE**

It is the policy of the Community Action Program, Belknap-Merrimack Counties, Inc. to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Agency’s ability to operate effectively and efficiently.

The unlawful manufacture distribution, dispensation, possession, sale, or use of a controlled substance is prohibited in the workplace at Community Action Program, Belknap-Merrimack Counties, or while engaged in Agency / SCSEP business outside the workplace and while on SCSEP assignment at any other host agency.
SEXUAL HARASSMENT

With respect to sexual harassment, Community Action Program, Belknap-Merrimack Counties, Inc. prohibits:

1. Unwelcome sexual advances; request for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
   a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
   b) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment; or
   c) Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Offensive comments, jokes, innuendoes, and other sexually-oriented statements.

Any employee / participant who sexually or otherwise harasses another employee, client or member of the general public or engages in behavior that the Agency, in its sole discretion, deems offensive or inappropriate is subject to disciplinary action up to and including dismissal. Any employee / participant who feel they have been subjected to harassment, sexual or otherwise, should report the issue to their immediate supervisor or any other appropriate agency official.

PROGRAM EXITS / TERMINATIONS

Unsubsidized Employment

Participants who obtain unsubsidized employment are requested to contact a SCSEP staff member to report the information regarding start date, wages and benefits of their employment.

Resignation

Participants are required to submit a letter of resignation to the SCSEP Director at least two (2) weeks prior to the date of intended resignation. We encourage participants to provide notice as much in advance as possible.

Termination

Individuals participating in the SCSEP operated by Community Action Program, Belknap-Merrimack Counties Inc. may be terminated from the program for following reasons:

- Participant knowingly provided false information and was incorrectly determined eligible.
- Participant is determined ineligible at the time of recertification.
- Grantee incorrectly determined a participant to be eligible for the program through no fault of the participant.
- For Cause
- For Cause Terminations that Require Immediate Removal from Host/Training Site and Leave without Pay Pending Termination
- Participant becomes employed during enrollment in SCSEP.
- Participant has reached their individual durational limit.

Further details on SCSEP terminations are outlined in the “Termination Policy” found on pages 19 – 22.
GRIEVANCE AND APPEAL PROCEDURE

It is the intent of the SCSEP to offer all participants the opportunity to discuss work-related concerns, complaints or differences of opinion with their supervisor or SCSEP staff. If a grievance or termination of employment cannot be resolved satisfactorily with the Host Agency and through discussions with the SCSEP Staff, participants are entitled to use the Grievance and Appeal Procedure.

Further details on grievance and appeal procedure are outlined in “How to Register a Formal Grievance with Community Action Program, Belknap-Merrimack Counties, Inc.” found on page 23.
Community Action Program, Belknap-Merrimack Counties, Inc.
Senior Community Service Employment Program (SCSEP)

TERMINATION POLICY

Grantees may terminate participants from SCSEP under circumstances described in the Senior Community Service Employment Program; Final Rule 20 CFR 641.580(a)-(e). Grantees are required to provide each participant at the time of enrollment with a written copy of its termination policy along with a verbal explanation of the policy.

The termination policy must be applied fairly and consistently. Participants may not be terminated from the program solely on the basis of the age. Grantees and sub-recipients may not impose an upper age limit for participation in SCSEP.

Grantees must give participants written notice explaining the reason(s) for termination and may terminate the participant 30 days after it has provided the participant with written notice.

The following policy is based on the Older Americans Act Amendments of 2006 and the SCSEP Final Rule, effective October 1, 2010.

Individuals participating in the SCSEP operated by Community Action Program, Belknap-Merrimack Counties Inc. may be terminated from the program for reasons outlined below:

**Participant knowingly provided false information and was incorrectly determined eligible.**
A participant may be terminated for fraudulent actions, such as intentionally providing inaccurate information to qualify for the SCSEP. The participant will be given the opportunity to clarify his or her position or to clear up any mistakes. Upon validation the information provided was indeed knowingly false, the participant will be given verbal notice and placed on leave without pay immediately, and sent a 30 day written notification of termination.

**Participant is determined ineligible at the time of recertification.**
Annually, or more frequently if there is a substantial change in circumstances, each participant is recertified to determine if he or she continues to be eligible for participation. A participant will be terminated if found ineligible for participation in the SCSEP at the time of recertification. When this occurs, the participant will be given verbal notice and immediately sent a 30 day written notification of termination. The participant will be able to continue participating in the program until the date of exit as noted in the letter.

**Grantee incorrectly determined a participant to be eligible for the program through no fault of the participant.**
A participant will be terminated if found ineligible for participation in the SCSEP either after enrollment or after the annual recertification through no fault of the participant. A participant may be enrolled or deemed eligible for continued enrollment based on an error in determining program eligibility, e.g. income may be recorded or calculated inaccurately. When this occurs, the participant will be given verbal notice and immediately sent a 30 day written notification of termination. The participant will be able to continue participating in the program until the date of exit as noted in the letter.

Participant Signature: ___________________________ Date: ___________________________

Effective 7/1/17

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For Cause:

There are several reasons to terminate a participant “for-cause.” When warranted, a participant may be terminated for certain behaviors and/or conduct. When this occurs, the participant will be given verbal notice and immediately sent a 30 day written notification of termination. The participant will be able to continue participating in the program until the date of exit as noted in the termination letter.

Examples of “for cause” behavior or conduct that may warrant termination includes:

Refusal to cooperate in providing eligibility information at recertification
Inability and/or unwillingness to perform assigned duties, refusal to accept a different community service assignment
Three (3) or more unauthorized absences from the host agency/training site without good cause or proper notice
Habitual tardiness
Falsification of time sheets or other official records
Insubordination defined as intentionally refusing to carry out the direction or instructions of a host agency/training site supervisor or Community Action Program, Belknap-Merrimack Counties, Inc. staff member, provided there were no extenuating circumstances and the directions or instructions were reasonable
Failure to cooperate with SCSEP staff and/or host/training site staff
Refusal to inform SCSEP staff of changes in income, schedule, home address, telephone/cell phone number
Utilizing the host agency/training site computer or equipment for personal use
Refusal to turn off cell phone during paid hours
Engaging in personal phone calls and/or texting during on paid time
Failure to abide by policies established by the agency or host agency/training site
Pattern of consistent and conscious failure to follow the mutually agreed upon and outlined in the IEP without good cause, including:

Refusal to register at NH Works and with the Job Match System (JMS).
Refusal to take advantage of WIOA opportunities
Refusal to attend job fairs or training opportunities
Refusal to transfer or accept a host agency/training site
Refusal to accept or lack of follow-through in obtaining supportive services that will enhance the participant’s ability to participate in a community service assignment consistent with the IEP
Refusal to engage in job search and submit bi-weekly job search logs.
Not attending and/or sabotaging a job interview(s)
Refusal to accept and/or not following through on referrals to potential employment
Refusal to accept three (3) job offers

Participant Signature: ___________________________ Date: ___________________________

Effective 7/1/17
For Cause Terminations that Require Immediate Removal from Host/Training Site and Leave without Pay Pending Termination

When a participant’s violation of the policy is of a serious nature, immediate action to remove the participant from the host site may be required. In this case, the participant will be given verbal notice and placed on leave without pay immediately, and a 30 day termination letter will be sent to the participant.

Examples of circumstances warranting immediate removal from the host agency and leave without pay include, but are not limited to:

Obscene, abusive, harassing or threatening language or behavior
Theft, meaning illegal taking or withholding the property of another without permission
Physical violence or intentional destruction or property, for example being violent and threatening to or carrying out threats that physically harm individuals or property
Non-compliance with Drug, Alcohol and Harassment Policies or intentionally endangering the lives of themselves or others

Participant becomes employed during enrollment in SCSEP.

To qualify for enrollment in the SCSEP, a participant has to be unemployed; all participants are informed that they cannot be employed while participating in the program and that they must notify the program staff immediately upon becoming employed. If this occurs, the participant will be given verbal notice, placed on leave without pay immediately, and a 30 day notification of termination will be sent to the participant.

Participant has reached their individual durational limit.

A participant will be terminated when he or she meets the 48 month maximum lifetime participation date, unless the participant qualifies for two of the seven approved waiver factors based on the current Durational Limit Policy. A waiver factor qualifies the participant for a temporary 12 month extension. If the participant does not qualify for a temporary extension, he or she will be given verbal notice and sent a termination letter 30 days prior to the 48 month maximum participation date. The participant will be able to continue participating in the program until the date of exit as noted in the letter.

Effective October 1, 2011, the new Durational Limit Policy is in effect which allows for no waivers to the 48 month maximum lifetime participation.

Participant Signature: _______________________________ Date: ________________

Effective 7/1/17
Participant Disciplinary Action / Termination Process

A participant will be given an opportunity to correct his or her behavior or conduct, or his or her failure to comply with the IEP requirements, except in the cases involving serious harm or imminent threat to health, safety, property, etc.

**Step 1: Documented Verbal Warning**
If a participant displays behavior or conduct outlined in the reasons “for cause” terminations or refuses to comply with the IEP requirements, the participant will be given a verbal warning and counseled to correct his or her actions. The participant will be given one verbal warning which will be documented in the participant file.

**Step 2: Written Warning**
If the behavior or conduct of the participant has not improved as a result of the verbal warning, the participant will be issued a written warning. A copy of the warning will be placed in the participant’s file.

**Step 3: Termination**
In the event the participant has not shown improvement in their conduct or behavior, the participant will be given verbal notification of the termination from the SCSEP and will be sent a written notification of the termination. A copy of the termination letter will be placed in the participant’s file.

The Program Manager will review each case with the Workforce Development Director to establish the appropriate course of action.

Participants have the right to appeal the decision and may use the Grievance and Appeal Procedure to do so. A copy of the Grievance and Appeal Procedure will be attached to the termination letter.

A copy of the termination letter will be kept in the participant file.

The SCSEP is a federally-funded program and as such can be amended or canceled through the legislative process. In addition, the NH State program operator is chosen through a competitive process. In the event program funds are reduced and/or exhausted or another provider is chosen to operate the NH State program, participants may be required to transfer to another SCSEP provider.

Participant Signature: ___________________________ Date: _________________________

Effective 7/1/17
HOW TO REGISTER A FORMAL GRIEVANCE WITH
COMMUNITY ACTION PROGRAM, BELKNAP-MERRIMACK COUNTIES, INC. (CAPBMC)
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

Any applicant or program participant, who wishes to file a grievance as a result of perceived unfair treatment, discrimination, or violation of SCSEP regulations, must follow the appropriate procedure outlined below. If a problem arises when being considered for a service or while enrolled, you should first try to work out a satisfactory solution with the host agency site supervisor. If that does not solve the problem, contact the CAPBMC SCSEP Program Manager or Workforce Development Programs Director. She/he will try to help you find a solution that meets your needs as well as those of the host agency. If you are still not satisfied, you may file a formal grievance or written complaint.

THE EO OFFICER FOR COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES INC. CAN BE REACHED AT:
P.O. BOX 1016, 2 INDUSTRIAL PARK DRIVE, CONCORD, NH 03302-1016 (603) 225-3295

GRIEVANCE PROCEDURE – NON-CIVIL RIGHTS

A. You may file a written complaint directly either with the Executive Director of CAPBMC or the Department of Business and Economic Affairs - Office of Workforce Opportunity (DBEA-OWO), to begin the formal process (either can send you the appropriate forms to file). The written complaint must detail the specific grievance and include the following information:
   1. Your name, address, business, and telephone number
   2. Nature of the grievance
   3. Regulations or policies violated, if known
   4. Date of alleged act
   5. Name and title of others involved in the situation
   B. All non-civil rights grievances must be submitted within 90 days of the alleged incident.
   C. You and/or other parties relevant to the complaint may be contacted to obtain additional information and may convene a formal hearing. A copy of the complaint will be submitted to the CAPBMC Equal Opportunity (EO) Officer.
   D. The CAPBMC Executive Director will render a decision within ninety (90) days of receipt of the complaint.
   E. If you are dissatisfied with the decision, you may choose to file your complaint with the EO Officer of the DBEA-OWO in Concord, NH. Information regarding this process will accompany the CAPBMC Executive Director’s decision.
   F. Appeals must be filed within 60 days of the receipt of the decision being appealed. Appeals must be filed within 120 days of the filing of the grievance with the State, or the filing of the appeal of a local grievance with the State. All appeals must be submitted by certified mail, return receipt requested, to the Secretary, U.S. Department of Labor, Washington, DC 20210, Attention: ASET. A copy of the appeal must be simultaneously provided to the appropriate ETA Regional Administrator and the opposing party.

EQUAL OPPORTUNITY – CIVIL RIGHTS GRIEVANCE

The Senior Community Service Employment Program (SCSEP) prohibits any individual from being excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in any organization or program receiving SCSEP financial assistance on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, genetic information and for beneficiaries only, citizenship or participation in SCSEP funded activities.

A. All civil rights grievances must be submitted within 180 days of the alleged incident.
B. You may file your grievance with either CAPBMC, the DBEA-OWO, or with the Civil Rights Center, Washington, D.C. Please advise the CAPBMC EO Officer of your choice and the appropriate forms will be sent directly to you.
   1. Filing with CAPBMC:
      a. Upon receipt of the written grievance, the CAPBMC EO Officer will have 90 days to obtain information and for the CAPBMC to render a decision. The EO Officer may contact you and/or other parties relevant to the grievance to obtain additional information and may, at his or her option, convene a formal hearing or arrange for formal mediation.
      b. If you are dissatisfied with the decision, or have received no decision within 90 days of filing the complaint, you may file the complaint with the Civil Rights Center, U.S. Department of Labor, Washington, D.C no later than 30 days of the expiration of the initial 90-day resolution period. (In other words, within 120 days of the initial filing of the complaint)
   2. Filing with the Civil Rights Center, U.S. Department of Labor, Washington, D.C.
      a. Complaint Information Form and Notice about investigatory uses of Personal Information Forms can be obtained from the CAPBMC or OWO EO Officer.

COMPLAINTS/GRIEVANCES PERTAINING TO LABOR STANDARDS

If a complaint/grievance pertaining to violation of Labor Standards is made and CAPBMC has not responded to the issue within the allowed 90 day time period, the grievance may be submitted to the U.S. Secretary of Labor, Washington D.C. (Labor Standards pertains to conditions of employment and training, such as OSHA and Worker’s Compensation. Individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and extent as other employees working a similar length of time and doing same type of work, or no employee displaced as result of SCSEP funds).

I have read and/or had this form explained to me. I understand my rights to file a grievance. I understand that I may ask for help in filing a grievance from the EO Officer.

_________________________________________  ______________________________
Signature of Applicant/Participant                    Date

Revised: 7-16-2018
Community Action Program Belknap-Merrimack Counties, Inc.
Senior Community Service Employment Program
Participant Agreement

With my initials and signature below I agree to the following:

I _____ will provide the correct and accurate information regarding my age, employment status, family income, family size and residence at the time of enrollment and recertification.

I _____ will notify the SCSEP staff of any changes that occur with my employment status, family income, family size, or residence immediately after they take place.

I _____ will maintain continuous communication with my SCSEP Employment Specialist to ensure that my training at the Community Service Assignment / Host Agency is a success.

I _____ will attend all training sessions provided by the SCSEP.

I _____ will contribute my best effort toward making my training a success.

I _____ will promptly report any problems or concerns affecting my Community Service Assignment as soon as possible.

I _____ will submit my timesheet to Community Action Program Belknap-Merrimack Counties, Inc. in a timely manner to ensure that it is received by the Monday of the second week of the pay period.

I _____ will actively participate in job search activities and fully understand that the final goal of my training will be placement into unsubsidized employment.

I _____ grant permission for the release of my employment information to the Senior Community Service Employment Program staff. This includes the employment start date, job title, wages, benefits and any other relevant information.

I _____ when hired, will contact my SCSEP Employment Specialist and provide the name of my employer as well as wage and benefit information.

I _____ will participate in follow-up activities after obtaining unsubsidized employment to update my employment status, wages and benefits with SCSEP staff.

I _____ have received the SCSEP Participant & Host Agency Handbook and agree to follow the SCSEP guidelines; procedures; and policies as outlined in the handbook.

Participant Signature ___________________________ Date ____________

SCSEP Employment Specialist ___________________________ Date ____________

Original to be kept in SCSEP File
Copy to be given to Participant

7/1/2013

24
I, the SCSEP Host Agency Supervisor, have received the SCSEP Participant & Host Agency Supervisor Handbook and agree to follow the program guidelines and procedures as outlined in the handbook.

Host Agency Supervisor Signature ____________________________ Date _________

SCSEP Employment Specialist _______________________________ Date _________

Original to be kept in SCSEP File
Copy to be given to Host Agency Supervisor

7/1/13
Workforce Innovation and Opportunity Act
WIOA ORIENTATION

WIOA is a federally funded program and a partner agency within the NH Works office.
The Partners include:

- Employment Security
- Vocational Rehabilitation
- NH Employment Program
- Veterans Program
- Food Stamps
- Community College System
WIOA is a Work First Program and the goal is \textit{full-time employment}.

Participation in this program involves the following process:

\textit{Eligibility guidelines} must be met!

WIOA is a federally funded program and specific documents are required to determine eligibility.
Required original documents you must bring to your first appointment!

- Driver’s license OR non-driver’s state ID
- Proof of physical residency (if it is NOT on front of license)
- Birth certificate OR current US Passport
- Social Security Card
- Resume
- DD214 (if you served in the Military)
- Males born after 01/01/1960 must be registered Selective Service

Required documents below can be copies:

Receiving Food Stamps and / or TANF? (Temporary Aid for Needy Families)
Food Stamp/TANF award letter-
  * ALL PAGES

OR Unemployment?
  * Layoff Letter

OR No Food Stamps / TANF?
  * Birth Certs for ALL family
  * Marriage Cert husband & wife

ALL SOURCES OF INCOME MUST BE VERIFIED
FOR THE LAST 6 MONTHS (examples)
  * Pay stubs for last 6 mos. for ALL family members
  * and any other Source of income last 6 mos.
<table>
<thead>
<tr>
<th>Eligibility Criteria</th>
<th>Acceptable Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Verify each criterion unless specified otherwise)</td>
<td>(Only one document from this column per eligibility criterion is required)</td>
</tr>
<tr>
<td>LIST A</td>
<td>LIST B</td>
</tr>
<tr>
<td><strong>Social Security Number</strong></td>
<td></td>
</tr>
<tr>
<td>□ Social Security Card</td>
<td>□ DD-214 Report of Transfer/Discharge (DOB shown)</td>
</tr>
<tr>
<td>□ UI Wage Records</td>
<td>□ Public Assistance/Social Service Records</td>
</tr>
<tr>
<td>□ W-2 Form</td>
<td>□ Federal /State / Local Government ID Card</td>
</tr>
<tr>
<td><strong>Birth Date/Age</strong></td>
<td></td>
</tr>
<tr>
<td>□ Birth Certificate</td>
<td>□ Naturalization Certification (N-550 / N-570)</td>
</tr>
<tr>
<td>□ Baptismal record</td>
<td>□ Alien Registration Card / Permanent Resident Card</td>
</tr>
<tr>
<td>□ Hospital Record of Birth</td>
<td>□ Marriage Cert ( DOB shown)</td>
</tr>
<tr>
<td>□ Drivers License</td>
<td></td>
</tr>
<tr>
<td>□ US Passport</td>
<td></td>
</tr>
<tr>
<td>□ I-94 (Refugee card)</td>
<td></td>
</tr>
<tr>
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<td>Acceptable Documentation (Only one document from this column per eligibility criterion is required) LIST B</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| Residency | □ Automobile Registration  
□ Food Stamp records  
□ Lease/Landlord statement  
□ Phone Directory  
□ Property Tax Records  
□ Public Assistance Records  
 □ State /Federal / Local Government ID card  
□ Postmarked Mail Addressed to Applicant  
□ Applicant Statement (Homeless only)  
□ Driver’s License (with no alterations)  
□ Utility Bill (in customer name) |

*Note: Post Office boxes are not acceptable to document residency*

<table>
<thead>
<tr>
<th>Citizenship / Legal Right to Work in US</th>
<th>See the WIA Citizenship/Legal Right to Work in the US – LISTS OF ACCEPTABLE DOCUMENTS (Form I-9) for acceptable documentation</th>
</tr>
</thead>
</table>
| Please provide:  
□ One (1) document from List A  
 OR  
□ One (1) document from List B  
 AND  
□ One (1) document from List C |

(print name of document provided)

| Selective Service | □ Web Site Printout  
□ Selective Service Card  
□ DD-214  
 □ Post Office Receipt of Registration  
□ Applicant Statement w/ Approval of/ Acknowledgement Letter  
□ Telephone Verification WFD Coordinator & Statewide Administrator |

Equal Opportunity

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 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.

- Auxiliary aids and services are available upon request to individuals with disabilities.

- You have the right to file a grievance if you feel you have been discriminated against in the WIOA process. Grievances should be filed with:
  - EO Office
  - Office of Workforce Opportunity
  - Department of Business and Economic Affairs
  - PO Box 1856
  - Concord, NH 03301
  - 603-271-7275
  - Relay NH
Self-Service Activities

- Orientation
- Self-directed Job Search
- Register on NH Job Match System which will provide you with helpful resources and allow us to track your progress [http://www.nhes.nh.gov/](http://www.nhes.nh.gov/)
- Self-directed assessment of skill levels, aptitudes, abilities
- Use of NH Works Job and Information Center
Staff-Assisted Services

- Initial Assessments
- Employment Counseling
- Résumé Writing Assistance
- Interviewing Skills
- Job Readiness Activities
- Staff-Assisted Job Search Skills
- Staff-Assisted Job Development
- Staff-Assisted Job Referrals
- Post-Exit Follow-Up Services
Intensive Services (One on One)

- Individual Counseling & Career Planning
- Assessments: Interest Profiler, Math & Reading
- Labor Market Information Research
- Career Planning
- Basic Skills: GED, ABE, ESOL

Training

- Occupational Skills Training may be provided based on results of assessments, job search and availability of funds
- Seeking employment in qualified Sectors including: IT, Healthcare, Manufacturing, Hospitality, CDL-A
- Participate in employment activities and services
- Provide weekly job search logs
- Seek full time employment
- Provide employment information once re-employed, including:
  - Name, address and phone number of employer
  - Start date
  - Your job title
  - Hourly wage
  - Hours worked per week
  - Benefits provided
Work Ready NH

- Helps job-seekers improve their skills and add a nationally recognized credential to their résumé

- This FREE program provides assessment, instruction and credentialing in key skill areas, identified by employers as essential to workplace success

- It focuses on four areas:
  - Applied Math
  - Reading for Information
  - Locating Information
  - Soft skills

WorkReady NH is offered at four of the NH Community Colleges:

- Great Bay Community College (Portsmouth)
- Manchester Community College
- River Valley Community College (Claremont and Keene)
- White Mountains Community College (Berlin, Conway, Littleton)
Return to Work (RTW)

- The Return to Work initiative is a voluntary program to provide a structured, supervised training opportunity to unemployed non-claiming NH residents, and eligible NH claimants, while continuing to collect unemployment compensation.

- The training program may be up to six weeks, and a maximum of 24 hours per week. Eligible claimants must continue to file weekly continued claims to receive benefits and conduct a work search during non-training time unless otherwise exempted.

- Interested unemployed NH residents should attend a RTW orientation; you have to sign up at the front desk.
On-the-Job Training (OJT)

- The basic purpose of OJT is to allow an employer to hire an individual who would not otherwise qualify for the job and to teach the skills needed to perform at the entry level for the position.
- This is a hire-first program that reimburses a company for the cost of training a new employee, for up to 50% of wages for up to six months depending on training needed.
- Trainees are hired into full-time employment; the trainee is a paid employee of a company.
- This program can be combined with other training opportunities, such as RTW, and encourage companies to hire unemployed New Hampshire residents, and to enhance the skills of both new and incumbent workers.
Your Obligations

- Attend regular meetings with employment counselor \textit{(minimum once per month)} and maintain phone and email communication

- Consider all appointments \textit{as you would a regular job}: Arrive on time and dress appropriately; if unable to attend kindly provide a 24 hour notice and we will be happy to re-schedule your appointment

- Complete \textit{Customer Satisfaction Survey} and respond to \textit{follow-up communication} after exiting the program
• Participate in employment activities and services
• Provide weekly job search logs
• Seek full time employment
• Provide employment information once re-employed, including:
   Name, address and phone number of employer
   Start date
   Your job title
   Hourly wage
   Hours worked per week
   Benefits provided
If you're interested in accessing our services you will have the opportunity to schedule an appt with one of our counselors

For the first appointment with your counselor please complete the following:

Provide eligibility documents
Complete employment details work sheet
Register in NH Job Match System
Prepare Résumé (Win Way, Job Match System, Word)
Copies of all Job Search Activities
CALL ONE OF THE PROGRAMS LISTED ON THE INSERT TO GET STARTED IN A NEW OPPORTUNITY.

IT'S NEVER TOO LATE!

Specific eligibility requirements allow you to access these free programs funded by the US Department of Labor.

PICK UP THE PHONE AND CHECK US OUT:
CALL (603) 271-3805 FOR MORE INFORMATION

For further information contact:
New Hampshire Department of Education
Division of Adult Learning and Rehabilitation
Bureau of Youth Work Force
21 S. Fruit St., Suite 20
Concord, NH 03301
Tel: (603)271-3805
Fax: (603)271-7095
Email: bst.jean@ed.state.nh.us

Are you between the ages of 14-21? Do you want a CAREER? Are you looking for a JOB? Do you need your GED?

CHECK US OUT!

The NH Department of Education and Workforce Opportunity Council, Inc. are proud members of the America's Workforce Network and of the NH WORKS system, and are equal opportunity employers/programs.
Auxiliary aids and services are available upon request to individuals with disabilities.
Relay NH 1-800-736-2694

Workforce Opportunity Council, Inc.
Leveraging Resources for New Hampshire's Future

State of New Hampshire Department of Education
Workforce Investment Act
Title 1 – Youth

Provides employment and training services to economically disadvantaged youth that possess specific barriers to employment. The program focuses on comprehensive youth services consisting of ten program elements which can be grouped around four major themes:

✔ Improving educational achievement (including such elements as tutoring, study skills training, and instruction leading to secondary school completion; drop out prevention strategies, and alternative secondary school offerings).

✔ Preparing for and succeeding in Employment (including summer employment opportunities, paid and unpaid work experience, and occupational skills training).

✔ Supporting youth (including meeting supportive service needs and providing adult mentoring, follow-up services, and comprehensive guidance and counseling) and

✔ Offering services intended to develop the potential of youth as citizens and leaders (including leadership development opportunities).

Programs are delivered at schools and community-based organizations throughout the state although eligibility requirements must be met to qualify for these programs and programs are not available in every NH community.

EDUCATION

JOBS

MENTORING

COMMUNITY SERVICE

LEARNING

WORK EXPERIENCE

CAREERS

Program Elements

1. Tutoring, study skills training, and instruction leading to completion of secondary school including dropout prevention strategies through a school-site mentor

2. Alternative secondary school services

3. Summer employment that are directly linked to academic and occupational learning

4. As appropriate, paid and unpaid work and work-based learning experiences including internships, job shadowing, and school-sponsored workplace mentoring

5. Occupational skill training aligned with career majors/parts, as appropriate, including instruction in general workplace competencies and all aspects of industry

6. Leadership development which may include community service and peer-centered activities

7. Supportive services and transition links

8. Adult mentoring including academic and workplace mentoring

9. Follow up services for not less than 12 months after the completion of participation as appropriate; including post-program placement

10. Guidance and counseling which may include drug and alcohol abuse counseling and referral, career awareness and exploration
What Is The Return To Work Initiative?
The Return to Work Initiative is part two of Governor Lynch’s three-part Initiative to help workers.
Allows eligible unemployed claimants to continue to receive their unemployment benefits while receiving up to 6 weeks (24 hours per week maximum) of training.

What Is The Employer’s Responsibility?
A full-time position must exist within the company and the employer must agree that this training opportunity will not displace any current employee or have any impact on a promotion due to an existing employee.
Additionally, the employer must agree to provide structured training and supervision.

Where Do I Find Potential Trainees?
Trainees may find their own training opportunities. Employers may be contacted directly by a trainee as they are encouraged to look for opportunities from employers in new industries and/or those that provide new opportunities to utilize their transferable skills. Employers may contact the Employer Services Representative at the One Stop office for assistance in locating a trainee who may be interested in a training opportunity.

What Types of Experiences Can I Offer?
The possibilities are endless! Offer a skill used in the employer’s industry/business that the trainee may not currently possess or integrate the trainees current transferable skills into a new industry. Be creative, this is a new and exciting opportunity.

How Do I Get Started?
First, determine the type of training to be offered and ensure that there is a full-time position within the employer’s company, and that no employee shall be displaced or lose a promotion opportunity due to the training opportunity.

Then, complete an application for NHES authorization for the structured training program.

What about Workers Compensation?
New Hampshire Employment Security is covering workers compensation on pre-authorized trainees. This policy may exclude some types of training opportunities due to risk. Contact your One Stop office for additional information on exempt trainings.
Hearing Procedures

Testimony is recorded and is taken under oath or affirmation. The party with the “burden of proof” usually testifies first. The employer has the burden to show misconduct connected with the work for a discharge.

If the claimant quit work, it is the claimant’s burden to show that the reason for leaving work is not disqualifying. Some reasons for quitting are not disqualifying, but also charge the “fund” rather than a contributory employer’s account.

The Chairman will ask questions about important and relevant facts. Witnesses will be allowed to testify. Each party (the claimant and interested employers) will be allowed to question witnesses.

During the Hearing

The Chairman is seeking information that bears directly on the issue(s) being considered. Stay focused on the issue. Present relevant evidence, such as documents, and be sure to have copies. Be brief and accurate. Your conduct at the hearing is a factor in assessing the case. Remain calm and do not be defensive or aggressive.

Reading a statement prepared outside the hearing is hearsay, not first-hand testimony. Hearsay is admissible, but will usually be given less weight than first-hand testimony.

Take notes of the other party testimony, especially that with which you disagree. Use these to ask questions and/or address points. Effective questions for an employer can:
- Uncover “half-true” testimony; or
- Show lack of credibility; or
- Clear up misunderstood testimony.

AFTER THE HEARING

After the hearing is over and the record is closed, the Chairman cannot discuss the case. A Decision of Appeal Tribunal will usually be mailed to the parties within two weeks.

WITHDRAWALS

Only the party that filed the appeal may withdraw an appeal. To withdraw, notify the ATU in writing as soon as possible. If a request to withdraw an appeal is accepted, the appealed determination becomes final as soon as the withdrawal notice is mailed.

POSTPONEMENTS/RE-SCHEDULING

Any interested party may request a postponement. The department may also postpone a hearing. Make the request before the hearing and as soon as the need is known.

If you miss a hearing, you may request the hearing be re-scheduled.

Requests should be in writing. Email is preferred to ensure timely receipt.

AMERICANS WITH DISABILITIES ACT

NH Employment Security complies with the Americans with Disabilities Act. Should you require special assistance to pursue your rights due to a disability as defined in the Act, please contact the ATU as soon as possible.

INTERPRETATION ASSISTANCE

If you need language interpretation assistance, including sign language, notify the ATU immediately.

An Employer’s Guide to the Appeal Tribunal Hearing

NEW HAMPSHIRE EMPLOYMENT SECURITY

“We're working to keep New Hampshire working”

IMPORTANT NOTICE

The Appeal Tribunal must meet strict U.S. Dept. of Labor timeliness requirements. Postponements should be requested within 48 hours of the receipt of the Notice of Hearing or as soon as possible.

NHES 0096
R-12/2014 gi
WHAT IS AN APPEAL?

An appeal is a written disagreement with a department determination.
An appeal hearing is held to ensure each affected party may testify and give evidence.
An Appeal Tribunal (AT) Chairman presides at the hearing. Appeal hearings are not open to the public. Information received in the hearing is CONFIDENTIAL.
The AT is the first appeal level. Most cases are resolved at this level.
There are additional appeal levels if you feel the Decision is not justified. Each level has a specific filing time limit. The levels are:
1. Appeal Tribunal
2. Request to Re-open - Commissioner
3. Appeal to the Appellate Board
4. Motion for Reconsideration - Appellate Board
5. Appeal to the NH Supreme Court
6. Appeal to the US Supreme Court

IS A LAWYER NEEDED?

No. You may want a lawyer, especially if the other party has an attorney or for complex issues.
No. You may want a lawyer, especially if the other party has an attorney or for complex issues.
Notify the Appeal Tribunal Unit (ATU) about any representation as soon as possible to prevent scheduling delays. Any representative must provide an appearance letter to the ATU and the other parties.

BEFORE THE HEARING

The Notice of Hearing

Read the entire Notice of Hearing. It lists the issue(s) to be addressed at the hearing, the hearing date and time, and if by telephone or in-person, and, if in person, the hearing location.

It will come by US mail or electronically, depending on your preference, so regularly check mail or electronic correspondence box.

The case may be dismissed for an in-person hearing if you are not at the hearing location when it is to start.
The telephone hearing notice will include a sheet for you to provide the telephone number(s) at which you and any witnesses may be contacted for the hearing. If possible, it may be useful to have the witnesses in one location.

Contact numbers for participants in the hearing must be provided before the hearing.

Evaluate and Prepare

Prepare in advance by evaluating what is important for the case. Make a list of key points for each issue to be addressed in the hearing.

If the issue is a discharge, be prepared to discuss the final incident and any warnings or personnel actions contributing to the decision to terminate the claimant’s employment.

If a quit, be prepared to discuss what specifically caused the quit and anything that was done to resolve the situation.

If benefits were paid, be prepared to discuss what you told the department.

Evidence

Testimony is heard and evidence received, other than newly-discovered evidence only at the appeal tribunal level. Present only relevant evidence.

If the claimant was terminated, bring related disciplinary actions documents, if any, or policies that may have been violated.

If the claimant left work, bring any documents, such as resignation letters, that will address the claimant’s allegations.

It may be useful to see department records prior to the hearing. Contact the ATU to see or obtain such records.

If there are records that are important to prove the case, the documents should be obtained and brought to the hearing. These may be subpoenaed.

Make copies of evidence to be presented for the claimant, any other employer(s) and the Chairman.

Email, mail, or fax any evidence for telephone hearings to the ATU and to the claimant immediately to prevent a need to continue the hearing.

Witnesses

It is extremely important to have first-hand witnesses present.

A mistake often made is that the witness does not have a first-hand account of the events. For example, a personnel manager’s testimony about a witness report is given less weight than the witness’s own testimony.

If a first-hand witness cannot attend, the department may allow participation by telephone. If the witness cannot attend by telephone, it is best to request postponement.

If a witness is unwilling to participate voluntarily, the AT may issue a subpoena if the witness has relevant testimony necessary for a fair hearing. It is best to know what the witness will say before a subpoena request.

A written statement from a witness is not as credible as direct testimony.

THE APPEAL HEARING

“De Novo”

The hearing is usually de novo, meaning the case is heard as if no prior decision had been made. The AT is not bound by earlier NHES determinations, decisions, or findings.

Attend the Hearing

No matter who filed the appeal it is important to attend the hearing. If you do not appear, the Tribunal will not have your first-hand testimony, and a ruling against you is more likely. If you filed the appeal and you do not appear, the case may be dismissed.
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The Chairman will ask questions about important and relevant facts. Witnesses will be allowed to testify. Each party (the claimant and interested employers) will be allowed to question witnesses.

During the Hearing
The Chairman is seeking information that bears directly on the issue(s) being considered. Stay focused on the issue. Present relevant evidence, such as documents, and be sure to have copies. Be brief and accurate. Your conduct at the hearing is a factor in assessing the case. Remain calm and do not be defensive or aggressive.

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- Clear up misunderstood testimony.

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WITHDRAWALS
Only the party that filed the appeal may withdraw an appeal. To withdraw, notify the ATU in writing as soon as possible. If a request to withdraw an appeal is accepted, the determination under appeal is final as soon as the withdrawal notice is mailed.

POSTPONEMENTS/RE-SCHEDULING
Any interested party may request a postponement. The department may also postpone a hearing. If you miss a hearing, you may request the hearing be re-scheduled. Requests should be in writing. Email is preferred to ensure timely receipt.

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any representation as soon as possible to
prevent scheduling delays. Any representative
must provide an appearance letter to the ATU
and the other parties.

Legal Services to Low-Income People

NH LEGAL ASSISTANCE: SENIOR LAW PROJECT
For people 60-years-old and older
1-888-353-9944

LEGAL ADVICE AND REFERRAL CENTER (LARC)
For people 59-year-old and younger
www.nhlegalaids.org
If cannot apply on-line,
call (expect to be on hold):
(603) 224-3333 or 1-800-639-5290

NH BAR ASSOCIATION
Lawyer Referral Service 603-229-0002

Disabilities Rights Center
1-800-834-1721  Fax: 603-225-2077

LAW LINE
Second Wednesday of the month from 6:00 p.m.
to 8:00 p.m. Volunteer lawyers provide free legal
information over the phone: 1-800-868-1212

NHES Claim Representative Unit
Department unit that helps claimants,
at no cost, to prepare for hearings.
Call as soon as possible after an appeal is filed.
1-800-688-6588; 603-228-4017; 603-229-4438

BEFORE THE HEARING
Continue to Claim Benefits
If unemployed, continue to file while the
appeal is pending. If the appeal result is
favorable, benefits will be paid only for weeks
with properly filed claims.
If denied at any appeal level, benefits that
were paid may have to be paid back.

The Hearing Notice
Read the entire Notice of Hearing. It lists
the issue(s) to be addressed at the hearing, the
hearing date and time (NH time), whether it is
by telephone or in-person, and, if in person, the
hearing location.
It will come by US mail or electronically,
depending on your preference, so regularly
check mail or electronic correspondence box.
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Prepare by evaluating what is important for
the case. List key points for each issue to be
addressed in the hearing.

If the issue is a discharge, be prepared to
discuss the final incident and any warnings or
other personnel actions taken against you.
If a quit, be prepared to discuss what
specifically caused the quit and anything you
did before quitting to resolve the situation.
If benefits were paid, be ready to discuss what
you told the department about the issue.

Evidence
The appeal tribunal hearing is the only
level that testimony is heard and evidence
received, other than newly-discovered
evidence. Present only relevant evidence.
It may be useful to see department records
prior to the hearing. Contact the ATU to see or
obtain such records.
If there are any employer records that are
important to prove the case, the documents
should be obtained and brought to the hearing.
These may be subpoenaed.
Make copies of evidence to be presented for
the employer(s) and the Chairman.
Email, mail, or fax any evidence for telephone
hearings to the ATU and to the employer(s)
within 10 days to prevent a need to continue the
hearing.

Witnesses
It is extremely important to have first-hand
witnesses present.
If a first-hand witness cannot attend, the
department may allow participation by
telephone. If the witness cannot attend by
telephone, it is best to request postponement.
If a witness is unwilling to participate
voluntarily, the AT may issue a subpoena if the
witness has relevant testimony necessary for a
fair hearing. It is best to know what the witness
will say before a subpoena request.
A written statement from a witness is not as
credible as direct testimony.
Do you know what you want to do?
Discovering your career is a process. We all go through it. It can be fun and interesting. You'll learn a great deal about yourself. You may work at several jobs before you find one that suits you best. We can give you information below and more to help you find the career that suits you!

Find out:
• What occupations and industries are growing and which are declining.
• What the average pay is for different occupations and what you can expect for benefits.
• What different jobs require for licenses or certifications.
• What employers are in the town or city where you live.
• What a day of work is like in different jobs and careers, as well as what you need for skills, training, and education for the jobs/careers you are interested in.

Most of the information found in this brochure and our publications are viewable and printable from our Web Site; a virtual Resource Center!

The NH WORKS System is a partnership between a number of government agencies and community organizations to provide services, resources, and information to employers and job seekers. The NH WORKS Center delivers these services and information and is located within NH Employment Security Offices across the State. NH Employment Security’s Resource Centers are an integral part of the NH WORKS System. Information about the NH WORKS System is at www.nhworks.org

NHES Offices

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Berlin</td>
<td>151 Pleasant St., P.O. Box 159, 03570-0159</td>
<td>752-5500</td>
<td>752-5536</td>
</tr>
<tr>
<td>Claremont</td>
<td>404 Washington St, P.O. Box 180, 03743-0180</td>
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<td>6 Marsh Brook Drive, 03878-1595</td>
<td>742-3600</td>
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NH Employment Security is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities.

TDD ACCESS RELAY NH 800-735-2964.
NH Employment Security is a proud member of America's Workforce Network & NH WORKS.

www.nh.gov/nes

We're working to keep New Hampshire working.
The Youth Employment Service (YES!) program is the Department of Employment Security's program designed just for you! It's all about you & your choices for your future!

There are over 10,000 different occupations you can explore! Which one will you choose to work in?

If you don't know what you want to do when you graduate, you aren't alone. We can help you look into your options. We have the tools, programs, and services to explore your future with you.

Starting your exploration in your freshman and sophomore year will help you determine your interests and aptitudes and how they match up with careers. Exploring different career options can be fun and interesting.

It's all about you! Visit the office nearest you or visit us online at: www.nh.gov/nhes

Whether you will enter the workforce immediately after graduation or attend postsecondary education, visit us! We can help!

There are over 10,000 different occupational titles. Which one will you choose?

Use O*NET and NHCRN for career exploration online or visit the office nearest you!

O*NET - Career information, transferable skills assistance, information on colleges and technical schools and financial aid.

NH Career Resource Network (NHCRN) provides and disseminates career development resources and information about education, jobs, occupations and careers.

NHES Resource Centers
Do you want to find a job immediately after graduation? We can help. We know the employers in the area where you live. We can help you with your resume, cover letter, and the employment application. Below are some of the resources found in our Centers.

- Help Wanted Ads
- Job Matching System
- Internet Access
- Attend a Job Search Workshop
- Develop Resume/Cover Letters
- Video Library/TV/VCR
- Resource Library

One-on-One Assistance
Meet with a Counselor and receive one-on-one assistance. The Counselor may assist with career and vocational choice and direction and/or call employer(s) on your behalf to develop a job interview for you.

A Counselor may provide you with information on:
- Colleges
- Vocational schools
- Certificate courses
- Employers who will train
- Employers who will allow you to Job Shadow
- If you have a disability: Many assistive devices are set up in our Resource Centers. Just ask!

Economists and leading professionals of workforce development now indicate that job seekers should anticipate and plan for a career change and/or new job every five years. Transferable skills are key in the labor market of the 21st Century.
amount shall be reduced by the amount dollar for dollar for any amount earned over $128.

- Employees will retain their employee status with the employer and any health insurance will continue to be provided.

- Employee’s will receive retirement contributions from their employer based on actual hours worked.

In addition to these requirements, the NH Employment Security Commissioner has authority to approve or reject the plan in writing. The rejection would be final and not appealable. However, the employer could submit another plan for consideration and that determination would be made based upon the new data submitted by the employer.

NH Employment Security
WorkShare BAU
518 White Mountain Highway
Conway, New Hampshire 03818-4205
Email: Workshare@nhes.nh.gov
Fax: 603-447-3951
Phone: 603-528-9360

NHES Offices
Berlin
151 Pleasant Street, 03570-2085
Telephone: 752-5500 Fax: 752-5536

Claremont
404 Washington Street, P.O. Box 180, 03743-0180
Telephone: 543-3111 Fax: 543-3113

Concord
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Portsmouth
2000 Lafayette Road, 03801-5673
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Salem
29 South Broadway, 03079-3026
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Somersworth
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www.nhes.nh.gov
DES 1260 R - 4/11
Helping NH Employers Avoid Layoffs

"New Hampshire works best when New Hampshire works together"
- Governor John Lynch

Governor Lynch’s Stay at Work (WorkShare) Initiative offers employers an alternative to layoffs during a temporary slowdown in business. NH WorkShare allows employers to keep eligible employees on the payroll by having all of the workers in a department or unit share reduced work hours of 10-50% and collect a percentage of Unemployment Insurance (UI) benefits for up to 26 weeks.

Seventeen states have already implemented a WorkShare program to help their employers avoid layoffs. These states have reported saving thousands of jobs under their Program. New Hampshire is one of seven additional states implementing a WorkShare Program this year.

WorkShare Plan Requirements

All NH employers who are in good standing would be eligible to submit a WorkShare plan online at https://nhuis.nh.gov/employer. The plan must include the reason for the slowdown in business, the expected duration of the slowdown, the employees who will be part of the plan, and the percent reduction in work hours, and reductions in benefits if allowed.

The WorkShare plan only applies to full-time employees or permanent part-time employees and they must be otherwise eligible to receive UI Benefits in order to participate. To be eligible for WorkShare, a unit consisting of at least two employees, must cut its normal weekly hours by at least 10% but no more than 50%, and the reduction in hours must be spread equally among all employees in the plan.

WorkShare Benefits

- Workers keep their jobs and some economic security.
- Employers retain skilled and trained workers.
- Workers continue to receive health insurance.
- Employers avoid the time and expense of training new employees.
- Employers avoid disruption in business operations and can respond quickly as business improves.

Eligibility for WorkShare Benefits

The WorkShare plan only applies to full-time employees or permanent part-time employees and they must be otherwise eligible to receive UI Benefits in order to participate. The following conditions also apply:

- An employee must serve a waiting week before receiving WorkShare benefits unless a waiting period has already been served on an existing claim.
- Employees will receive a percentage of their weekly benefit amount (WBA) equal to the percentage of the reduction in hours.
- If in any week an individual performs services for a WorkShare employer and an employer other than the WorkShare employer, the weekly WorkShare benefit

The WorkShare plan will not serve as a subsidy of seasonal employment during the off-season or as a subsidy for intermittent employment.

The employer must certify that employees have worked all available hours for the week being claimed. In the case of employees represented by a collective bargaining agent or union, the plan must be approved in writing by the collective bargaining agents or unions that cover the affected employees.
Supportive Services

- Representative available at each NHES/NH Works Office
- Workforce Investment Act
- Vocational Rehabilitation

Small Business Development Center

Jason Cannon
10 Garrison Ave
Durham NH 03824
603-862-2203
Jason.Cannon@unh.edu

NHES Offices

**Berlin**
151 Pleasant Street, 03570-2085
Telephone: 752-5500 Fax: 752-5536

**Claremont**
404 Washington Street
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NH Employment Security is a proud member of America's Workforce Network & NH WORKS.

www.nhes.nh.gov
NHS 0404
N-7/13
What Is the Pathway To Work Initiative?
The Pathway To Work Initiative is a voluntary program to assist unemployed claimants start their own businesses.

Allows eligible unemployed claimants to continue to receive their unemployment benefits while working full time to start businesses in New Hampshire. Provides financial support while they access the resources, information, and training they need to get their businesses off the ground.

Who Is Eligible?
All New Hampshire residents who are

- unemployed and
- collecting NH unemployment compensation benefits and
- identified as likely to exhaust regular unemployment benefits before finding new work and
- have at least 18 weeks of unemployment insurance benefits available and
- willing to work full time to start businesses in New Hampshire

How Do I Collect My Benefits?
Individuals:
- have filed an application for unemployment benefits and have been found payable for benefits.
- have filed an Application for the Pathway To Work Program and received a determination allowing benefits while participating in the program
- have filed a timely weekly claim for benefits, providing all the required information on the form
- be working with an Employment Service Representative
- be working full time at starting a business, including training and activities, such as business counseling, and technical assistance, which are identified in your Pathway To Work Plan
- are not required to meet the State’s requirements for search for work
- are not required to meet the state’s requirements for refusal to accept work
- are not required to meet the state’s requirements for disqualifying income with respect to income earned from self-employment
- are allowed to work part time as long as does not interfere with the requirement to work full time at starting a business. Must report all gross earnings.

What If I Decide I Don’t Want To Continue With Starting A Business?
You must inform your Employment Service Representative immediately. No issue will be created on your claim. This is a voluntary program. You will be required to resume work search and meet all eligibility requirements for unemployment benefits.

How Do I Get Started?

- Have a business idea
- Contact the Local NH Works Office nearest you to schedule and attend a mandatory orientation.
- Attend a one-on-one meeting with an Employment Services Representative to determine the steps required to successfully start a business in New Hampshire
- Complete an Application
Economic & Labor Market Information (ELMI)

We have many Economic and Labor Market Information publications which you may find valuable in your job search. These can be found online at: www.nhes.nh.gov/ELMI.

The Career Resources section of the ELMI website provides a Career Planning Guide, information about Top Career Prospects, and details about Licensed, Certified, and Registered Occupations in New Hampshire.

The website also includes our Economic and Labor Market Information database, NHinetwork.

The NHinetwork application provides information about: average hourly wages for occupations; licensing for certain occupations; employers names and addresses; projections for industries and occupations; educational and career information; and area profiles.

Publications of Interest to Job Seekers

New Hampshire Occupational Employment and Wages Licensed, Certified, and Registered Occupations in NH Career Planning Guide

Projections to the Year 2022

Job Outlook and Locator

NHES Offices

Berlin
151 Pleasant Street, 03570-2085
Telephone: 752-5505 Fax: 752-5536

Claremont
404 Washington Street
P.O. Box 180, 03743-0180
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It's Free!

EMPLOYMENT SERVICES & RESOURCES

NH Employment Security has free services, resources, and tools to help you with the entire job search process!

We are interested in any comments you have for improving our services.

Visit us to find a new job, a better job, or your first job!

NHES Satellite Offices

Colebrook Satellite Office
118 Main Street, Colebrook, NH 03576
Telephone: (603) 237-5859

Exeter Satellite Office
St. Vincent de Paul Community Assistance Center
53 Lincoln Street, Exeter, NH 03833
Telephone: (603) 772-9922

Plymouth Satellite Office
Whole Village Family Resource Center
248 Highland Street
Plymouth, NH 03264
Telephone: (603) 536-3720
Fax: (603) 536-1175

NHES [Logo]

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NHES 0321 R-2/18

The NH WORKS System is a partnership between a number of government agencies and community organizations to provide services, resources, and information to employers and job seekers. The NH WORKS Center delivers these services and information and is located within NH Employment Security Offices across the State. NH Employment Security’s Resource Centers are an integral part of the NH WORKS System. Information about the NH WORKS System is at www.nhworks.org
Re-Employment Services

If you would like one-on-one assistance, ask for an Employment Service Representative. The Employment Service Representative helps with job/career and vocational choice, change, adjustment, direction, and transition.

Return To Work program

Allows unemployed NH residents up to 6 weeks of training (up to 24 hours per week). Eligible claimants may continue receiving their unemployment benefits.

Job Search Workshops

Topics covered include: résumé and cover letter writing; the job interview; interviewing skills and techniques; using the Internet as a job search tool; social media; navigating a job fair; networking and exploring other leads in addition to the newspapers; and the entire job search process.

Unemployment Compensation

If you are out of work or your hours have been reduced, it is your right to open a claim and file for Unemployment Compensation Benefits. If you have worked in New Hampshire anytime within the last 18 months, regardless of where you now live, file on-line at https://nhuis.nh.gov/claimant. If you do not have Internet access, please visit your local office to file. If you have not worked in New Hampshire within the last 18 months, please contact the state in which you last worked to file for benefits with that state.

NH WORKS System

What can it do for you?

211
Fuel Assistance
Food Stamps
College courses
Training

Or if you:

Have a disability
Are a veteran
Are long term unemployed
Are economically disadvantaged
Are an older worker
Are a student/youth
Have other barriers to employment

Are you a Veteran?

Veterans and eligible spouses receive access, on a priority of service basis, to the full range of public employment and training services, including job search assistance, workshops, résumé assistance, labor market information, career guidance, job referral, and referral to other supportive and training resources. Veterans are given preference in each of our local offices in the referral to job orders. Staff assesses the needs of each veteran and makes it a priority to educate the veterans of New Hampshire on services available through NHES. If you are a Veteran or eligible spouse, please identify yourself as such when inquiring about any NHES programs or services or upon visiting a NH Works office. By doing so, you will be able to take full advantage of this priority.

Are you a Veteran?
FOR MORE INFORMATION CONTACT:

New Hampshire Department of Education
Vocational Rehabilitation
21 South Fruit Street, Suite 20
Concord, NH 03301
(603) 271-7093 or (800) 299-1647 (V/TTY)
Fax (603) 271-7095

NH VOCATIONAL REHABILITATION
REGIONAL OFFICE LOCATIONS:

Berlin Regional Office
650 Main Street, Suite 110
Berlin, NH 03570
(603) 752-2271 (V/TTY), 1-888-300-9550

Concord Regional Office
2 Industrial Park Drive
Concord, NH 03301
(603) 271-2327 (V/TTY), 1-800-299-1647

Keene Regional Office
103 Roxbury Street, Suite 101
Keene, NH 03431
(603) 357-0266 (V/TTY), 1-800-620-7688

Lebanon Regional Office
Riverrill Complex, 85 Mechanic Street, Suite B2-1
Lebanon, NH 03766
(603) 448-5793 (V/TTY), 1-800-621-7876

Manchester Regional Office
Mill West Corporate Center
195 McGregor Street, Suite 120
Manchester, NH 03102
(603) 669-8733 (V/TTY), 1-800-627-9304

Nashua Regional Office
25 Riverside Street, Suite 102
Nashua, NH 03062
(603) 889-6844 (V/TTY), 1-800-635-9614

Portsmouth Regional Office
215 Commerce Way, Suite 3
Portsmouth, NH 03801
(603) 436-8864 (V/TTY), 1-800-882-2744

Services for Blind and Visually Impaired
NH Vocational Rehabilitation
21 South Fruit Street, Suite 20
Concord, NH 03301
(603) 271-3537 (V/TTY), 1-800-581-6881

New Hampshire Vocational Rehabilitation is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request for individuals with disabilities. New Hampshire Vocational Rehabilitation is a proud member of America's Workforce Network and NH WORKS.

Voice or TTY 1-800-299-1647
www.education.nh.gov/career/vocational
Successful Strategies

Every individual brings value to their environment. The way in which a business reacts, should that individual incur a disability, will ultimately affect the bottom line.

Retaining a productive work staff and insuring that your business is accessible are critical challenges for employers.

Retention Services
- Job analysis
- Job restructuring
- Site evaluations
- ADA consultations and referrals
- Options for reasonable accommodations
- Resources and referrals to assistive technology and services

NHVR business and consulting services are free of charge to all New Hampshire business employers. Access to goods and services are guaranteed under the Americans with Disabilities Act (ADA), but just as importantly, it makes good business sense.

“New Hampshire Vocational Rehabilitation’s Consulting Services have added tangible value to CallLogix. As a human resources professional in the growing industry of contact centers and customer service, you look for resources, especially when there is no cost associated with them.”

—Cara Longenecker, CallLogix Inc.
NH Works is a partnership of seven state agencies and community-based organizations that provide valuable services to job seekers, displaced workers and youth.

NH Works is administered by the Office of Workforce Opportunity, a division of NH Department of Resources & Economic Development. Our programs are funded by the US Department of Labor Employment & Training Administration under the Workforce Innovation and Opportunity Act (WIOA).

There are 12 NH Works Career Centers located throughout New Hampshire (see back), and our customer-friendly staff can provide you with the assistance you need to find the best career path for your future.

You can also visit www.nhworks.org for additional information and resources.

―

“The Office of Workforce Opportunity strives to serve as a catalyst to establish a secure and sustainable workforce that can meet current and future skilled labor needs and provide a competitive advantage for NH businesses.”

Your Guide to Career Services

Throughout the State There Are 12 NH Works Career Centers

BERLIN
151 Pleasant Street
(603) 752-5500

LITTLETON
646 Union Street
(603) 444-2971

CLAREMONT
404 Washington Street
(603) 543-3111

MANCHESTER
300 Hanover Street
(603) 627-7841

CONCORD
45 South Fruit Street
(603) 228-4100

NASHUA
6 Townsend West
(603) 882-5177

CONWAY
518 Route 16
(603) 447-5924

PORTSMOUTH
2000 Lafayette Road
(603) 431-0384

KEENE
149 Emerald Street
(603) 352-1904

SALEM
29 So. Broadway
(603) 893-9185

LACONIA
426 Union Avenue
(603) 524-3960

SOMERSWORTH
6 Marsh Brook Drive
(603) 742-3600

American Jobcenter

The NH Works system is a proud member of the American Job Center network and an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TDD ACCESS: RELAY NH 1-800-735-3964

A proud partner of the American Jobcenter network
You could be looking for your first job or in need of employment due to a layoff—NH Works can provide you with a variety of services that can help you.

- **Resume Preparation**: Work with one of our Career Navigators to create or update your resume, and learn the best way to apply for jobs in person and online.

- **Interview Techniques**: Helpful tips and practice will enable you to make a good impression at the job interview.

- **Career Assessments**: Your Career Navigator can offer tests to help determine your best career goals.

- **Job Search**: Learn the most effective ways to conduct a job search in today’s digital environment.

- **Paid On-The-Job Training (OJT)**: Employers who hire eligible clients can receive a wage reimbursement during your training period.

- **Individual Training Accounts**: Clients may be eligible to receive individual training accounts that cover tuition for educational courses or specialized training.

Adults who lost their job due to layoffs or company closures are eligible for all of the Adult Services of NH Works. We want you back to work as soon as possible, and our Career Navigators and NH Works Partner Agencies will help you address your re-employment needs.

- **Job Match System (JMS)**: NH Employment Security supports unemployed workers by matching job seekers with employers which allows job seekers to conduct a job search using internet spider technology to view jobs posted by employers and match skills to positions posted on national job boards.

- **Veterans Services**: A priority for NH Works, Veterans Representatives can be found in each of the 12 NH Works Career Centers.

- **WorkReadyNH Program**: Helps unemployed job seekers improve their skills and add a nationally-recognized credential to their resume.

- **NH Vocational Rehabilitation**: Provides disability-related employment solutions for NH Works clients.

WIOA Youth programs are designed to help job seekers access employment, education, training and support services to succeed in the labor market, and to match employers with the skilled workers they need to compete in the global economy.

A minimum of seventy-five percent (75%) of the funds are spent on out-of-school youth (ages 18-24) with the remainder of monies focused on an in-school youth population (ages 14-21).

The Office of Workforce Opportunity contracts with the NH Department of Education for procurement, technical assistance, and compliance in operating our WIOA youth programs currently at seven out-of-school sites and four in-school youth sites throughout the state.

*A proud partner of the American Job Center Network*
Are Trainees Guaranteed A Job At The End Of Training?
No, trainees are NOT guaranteed nor are they promised a potential job. The application for training includes an affidavit that the trainee must agree to acknowledge there is no guarantee or promise of a job from the training. However, the skills obtained or learned are transferable and can be beneficial in building a solid work history and resume.

Why Should I Participate?
Return to Work is a win-win for both the employer and trainee.

Trainees get a chance to develop new skills or learn how to use their existing skills in a new industry. Trainees get “a foot in the door” - the opportunity to show a potential employer their work ethic and fit within the workplace.

Trainees who pursue these opportunities show a potential employer their skills and their interest in the employer’s company and that they are motivated to secure gainful employment.

NHES Offices
Berlin
151 Pleasant Street, 03570-2085
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www.nhes.nh.gov
NHS 0340 R-7/11
What Is The Return To Work Initiative?
The Return to Work Initiative is part two of Governor Lynch’s three-part Initiative to help workers.

Allows eligible unemployed claimants to continue to receive their unemployment benefits while receiving up to 6 weeks (24 hours per week maximum) of on-the-job training.

Who Is Eligible?
All unemployed NH residents and individuals collecting NH unemployment compensation benefits.

Note: Claimants with a definite recall date within 6 weeks and those who do not register for employment services because they get their work through a hiring hall are not eligible for this program.

How Much Do I Get Paid For Training?
The training is unpaid. Trainees must agree not to accept any wages or payment in kind for the on-the-job training.

Where Do I Find Opportunities?
Trainees find their own on-the-job training opportunities. Look for opportunities from employers in new industries and/or those that provide new opportunities to utilize your transferable skills.

How Do I Get Started?
First, the trainee finds an employer that has the experience or uses the skill that they would like to develop.

Attend a mandatory orientation.

Approach the employer with the Employer Brochure.

Both the employer and trainee complete an application for NHES authorization.

Once the training opportunity is authorized, begin your up to six-week on-the-job training.

What Skills Can I Obtain?
The possibilities are endless! Obtain a new skill or integrate your current skills into a new industry. Be creative, this is a new opportunity.

Will I Receive Supervision?
Yes, part of the employers agreement, and condition of NHES authorization is that the employer will provide training and supervision.

How Do I Collect My Benefits?
Claimants can apply for UI compensation while in a pre-authorized on-the-job training program. Claimants are subject to all the same eligibility requirements as those not participating in an on-the-job training program.

Claimants must remain eligible for unemployment compensation. Continue to file for weekly benefits and continue to conduct an active job search.

Work search logs shall be collected during the on-the-job training period.
For more information please call NH WORKS or any one of the Partner Agencies working together to assist you.

Senior Community Service Employment Program  
1-800-652-8808

Community Action Program  
1-603-225-3295

New Hampshire Community Technical College System  
1-603-271-2795

State of New Hampshire Employment Security  
1-603-228-4100

State of New Hampshire Vocational Rehabilitation  
1-603-271-2327

Department of Veteran Affairs  
Vocational Rehabilitation and Employment Service  
1-603-666-7570-x-3022

Local address:  
NH WORKS Center  
10 West Street  
Concord, New Hampshire 03301

1-866-NHWORKS (649-6757)  
(Local: 603-229-4326)  
www.nhworks.org
**We Are NH WORKS**

---

**WHAT IS NH WORKS?**
A partnership between government and community agencies, located within the NH Employment Security local office in Concord. Our One Stop offers no fee services for Employers and Job Seekers: Convenient assistance to support community and economic growth. Let us be YOUR One Stop!

**NH WORKS SPECIALIZES IN:**
- Liaisons to the services of NH WORKS
- Assessment to determine Employer needs
- Pool of eager candidates
- Candidate Recruitment and Placement Services
- On-line job match system
- Referral and follow-up
- Labor market information
- Rapid Response to lay-off needs
- Information about new hire reporting laws and unemployment compensation taxes
- Federal Tax Credit information
- Professional education in support of workforce transitions
- On the job training (OJT) assistance
- Information to assist with accommodations for persons with disabilities

---

**EMPLOYERS CAN SAVE TIME AND MONEY** and build a quality workforce by using our services. Try the job match system from our web site www.nhes.state.nh.us—a virtual NH WORKS Resource Center. Contact our employment service specialist for your placement needs.

**NH WORKS** offers a user-friendly environment to make it easier for employers and job seekers to access the information they need in one place.

**WE OFFER INTERESTED APPLICANTS** and provide referrals that match your requirements.

- Senior Community Service Employment Program — SCSEP pays initial training and offers on-the-job training option for people age 55 and older during their limited transition.

- Department of Education Division of Adult Learning and Rehabilitation – Vocational Rehabilitation promotes the job success and satisfaction for individuals with disabilities.

- Community Action Program – Workforce Development program offering employment and training to eligible adults 18 and older and to individuals with dislocated worker status. Comprehensive services are based on individual need and choice.

- Liaison-direct for employers to New Hampshire Community Technical College System – NHCTCS delivers customized education and training to support workforce development and lifelong learning.
May 25, 2018

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) to enter into a SOLE SOURCE contract amendment with SilverTech, Inc. (VC #117504), Manchester, NH, by increasing the current contract amount by $163,500 from $812,500 to $976,000 for the purpose of website hosting, maintenance, support, enhancements, and platform migration upon Governor and Executive Council approval through June 30, 2019. The original contract was approved by the Governor and Executive Council on December 14, 2011, Item #61. The contract was amended on June 6, 2012, Item #93 and March 26, 2014, Item #41B. The option to renew for one two-year period was exercised on June 29, 2016, Item #78. 60% General Funds, 25% Federal Funds, 15% Other Funds

Funds are available as follows:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>FY2018</th>
<th>FY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>03-22-22-221010-20190000</td>
<td>Tourism Development Fund 059-500567 Promotional and Marketing Exp.</td>
<td></td>
<td>$87,000</td>
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<tr>
<td>03-35-35-352510-20050000</td>
<td>Film &amp; Digital Media Svs 103-502664 Contracts for Operations Swcs</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>03-35-35-353010-41110000</td>
<td>Federal Arts Partnership Grant 020-500244 Promotional</td>
<td>$14,500</td>
<td>$270</td>
</tr>
</tbody>
</table>
EXPLANATION

The former Department of Resources and Economic Development (DRED) contracted with SilverTech, Inc., to host, maintain and support the individual websites of the divisions within the department. Through legislation during the FY18/FY19 budget process, DRED was reorganized into two separate departments: BEA and Department of Natural and Cultural Resources (DNCR) effective upon Governor and Executive Council approval. Since the reorganizations, BEA has continued to manage the contract for all websites for both departments. BEA has entered into a Memorandum of Understanding (MOU) with DNCR to allow for BEA to continue to consult, provide expertise, cover all hosting fees and manage the SilverTech, Inc. contract through June 30, 2019.

BEA recognizes that consumers rely heavily on the internet when researching travel destinations, lodging, attractions, outdoor recreation, dining, shopping, and much more. BEA’s and DNCR’s websites, which include visitnh.gov, nhstateparks.org, nheconomy.com, nhdfi.org, nhworks.org, nhjobtrainingfund.org, nh.gov/nhsl, nh.gov/nharts, and nh.gov/nhdhr are essential tools in promoting tourism, economic development, forested resources, cultural resources, historical resources, and New Hampshire State Parks.

Consumers seek out succinct information specific to individual interests and needs, utilizing a variety of different devices. BEA works to continually ensure that the information on its websites and on the websites belonging to DNCR are current, consistent and easily accessible for users on any device. Working collaboratively with BEA’s Agency of Record (AOR), SilverTech, Inc. will enhance both agency’s sites to fulfill the Departments’ overall strategic marketing goals.
Enhancements include, but are not limited to, re-platform nhworks.org and nhjobtrainingfund.org to a modern content management system, migrate nh.gov/nharts, and nh.gov/nhdhr to SilverTech, Inc.'s server, and to develop/expand dnrc.nh.gov and bea.nh.gov websites. SilverTech, Inc. will utilize cutting-edge technology to continually advance the user experience.

The Department of Information Technology (DOIT) has approved this contract and a copy of DOIT's letter is attached for your information. The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Respectfully submitted,

Victoria Cimino, Director
Division of Travel and Tourism Development

Concurred:

Taylor Caswell, Commissioner
Department of Business and Economic Affairs
STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 13, 2017

Taylor Caswell, Commissioner
Department of Business and Economic Affairs
State of New Hampshire
172 Pembroke Road
Concord, NH 03301

Dear Commissioner Caswell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency’s request to enter into a sole source contract amendment with SilverTech, Inc. of Manchester, NH, as described below and referenced as DoIT No. 2011-052D.

This is a request to enter into a contract amendment to enhance and to re-platform nhworks.org and nhjobtrainingfund.org to a modern content management system, migrate nh.gov/nharts, and nh.gov/nhdhr to a hosted environment, and to develop/expand dncr.nh.gov and bea.nh.gov websites.

The funding amount for this amendment is $163,500, increasing the current contract from $812,500 to $976,000 and also extends the completion date from June 30, 2018 to June 30, 2019 effective upon Governor and Council approval.

A copy of this letter should accompany the Department of Business and Economic Affairs submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2011-052D

cc: Nicole Warren, IT Manager, DoIT

"Innovative Technologies Today for New Hampshire's Tomorrow"
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.

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of New Hampshire Department of Business and Economic Affairs</td>
<td>172 Pembroke Road</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SilverTech, Inc.</td>
<td>196 Bridge Street</td>
</tr>
<tr>
<td></td>
<td>Manchester, NH 03104</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>603-669-6600</td>
<td>Various</td>
<td>June 30, 2019</td>
<td>$163,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taylor Caswell, Commissioner</td>
<td></td>
</tr>
<tr>
<td></td>
<td>603-271-2665</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yuvraj Soodu, CEO</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 1.13 Acknowledgement: State of NH, County of Hillsborough |

On June 1, 2018, 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

[Signature]

1.13.2 Name and Title of Notary Public or Justice of the Peace

Marguerite Lindahl, Director, Office Management

1.14 State Agency Signature

[Signature]

Date: 6/7/18

1.15 Name and Title of State Agency Signatory

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: Jill Hall, On: 6/7/18

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, 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-e 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 employment 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
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.

Contractor Initials [Signature]
Date [Date]
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 1/11/98
WHOREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-052 NH DRED Websites, on December 14, 2011, Item #61, and amended on June 6, 2012, Item #93 and on March 26, 2014, Item #41B and on June 29, 2016, Item #78 (herein after referred to as the “Agreement”). SilverTech, Inc. (hereinafter referred to as the “Vendor”), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Business and Economic Affairs (formerly Department of Resources and Economic Development) (hereinafter referred to as the “Department”) acting for the benefit of the Agency, certain sums as specified therein;

WHOREAS, pursuant to the Agreement Section 8 Change Orders and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHOREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHOREAS, Department has exhausted renewal options and is requesting a sole source contract for one additional year and add additional deliverables to the Agreement, the Department and the Vendor seeks to clarify the Agreement;

WHOREAS, the Department wishes to increase the contract price by $163,500.00 to bring the total contract price to $976,000.00.

WHOREAS, the Department and the Vendor wish to extend the completion date from June 30, 2018 to June 30, 2019;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

Contract Document /General Provisions are hereby amended as follows:

1. Amend Section 1.8 of the Contract Document/General Provisions of the Agreement by increasing the Price Limitation from $812,500.00 to $976,000.00.

2. Amend Contract Agreement – Part 2 Terms and Definitions to update the definition for State as Follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>STATE</td>
<td>State is defined as:</td>
</tr>
<tr>
<td></td>
<td>State of New Hampshire</td>
</tr>
<tr>
<td></td>
<td>Department of Business and Economic Affairs</td>
</tr>
<tr>
<td></td>
<td>172 Pembroke Road</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
</tr>
<tr>
<td>Reference to the term “State” shall include applicable agencies</td>
<td></td>
</tr>
</tbody>
</table>

Initial all pages
SilverTech Initials

DolT Contract Amendment v2.0 (5/03)
Exhibit A: Contract Deliverables is hereby amended as follows:

<table>
<thead>
<tr>
<th>Contract #</th>
<th>AMENDED TEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-052</td>
<td></td>
</tr>
<tr>
<td>Exhibit A</td>
<td></td>
</tr>
</tbody>
</table>

Section 2
Add the following to Section 2.1: Implementation Schedule - Deliverables/Milestones/Activities:

<table>
<thead>
<tr>
<th>BEA/DNCR Web Sites Deliverables</th>
<th>AMENDED TEXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>68 Continued support which includes quarterly strategic sessions with each division, technical support for the CMS, project management, and website edits for up to 10 hours per month total for BEA and 10 hours per month for DNCR.</td>
<td>Administrative 07/01/18</td>
</tr>
<tr>
<td>69 Hosting will be provided for 11 total websites, which includes Division of Travel and Tourism, the Division of Economic Development, the BEA Department site, the Office of Workforce Opportunity (2 sites), the Division of Parks and Recreation, the Division of Forests and Lands, the Division of State Libraries, Division of Historical Resources, NH Council on the Arts, and the DNCR Department website. Hosting for the DNCR websites will begin once the new sites are complete.</td>
<td>Infrastructure 07/01/18</td>
</tr>
<tr>
<td>70 Continued support for VisitNH.gov’s lead generation efforts including ongoing personalization, goal, funnel, and conversion optimization.</td>
<td>Software 07/01/18</td>
</tr>
<tr>
<td>71 SilverTech will develop a 5-page Department website for BEA. The website will run on the WordPress platform and following the branding guidelines set forth by the Agency of Record.</td>
<td>Software 08/17/18</td>
</tr>
<tr>
<td>72 The following websites will be migrated from their current platforms over to a new CMS platform and theme. All division sites will share a common look and feel, and utilize the branding elements (fonts, styles) presented in the new NHDPL.org website. Included in this line item are the Division of State Libraries, Division of Historical Resources, NH Council on the Arts and the first and only payment for the DNCR department site.</td>
<td>Software 09/14/18</td>
</tr>
<tr>
<td>73 NHWorks.org and NHJobTrainingFund.org will be migrated from their current platforms over to a new CMS platform and theme.</td>
<td>Software 10/12/18</td>
</tr>
</tbody>
</table>
Integrated Setting: Individuals with Disabilities

Background:


Policy:

It is the policy of the NH Works Consortium that the Office of Workforce Opportunity, One-Stop Partners, and its recipients, sub-recipients and vendors will make reasonable efforts to provide qualified individuals with disabilities effective and equal opportunity to participate or benefit from programs or services funded under WIOA.

This goal does not preclude offering separate or special programs specifically designed to meet the needs of individuals (including specific classes) with disabilities. However, individuals with disabilities cannot be excluded from the regular (mainstream) program or activity or be forced/restricted to participate in separate or special programs or activities if they meet the minimal criteria established for participating in the regular program.

A "qualified individual with a disability" means:

(1) With respect to employment, an individual with a disability who, with or without reasonable accommodation, is capable of performing the essential functions of the job in question;

(2) With respect to services, an individual with a disability who meets the essential eligibility requirements for the receipt of such services;

(3) With respect to employment and employment-related training programs, an individual with a disability who meets the eligibility requirements for participation under WIA and who, with or without reasonable accommodation, is capable of performing the essential functions of the job or meets the qualifications of the training program, as applicable.

PROCEDURES:

(1) WIOA recipients, sub-recipients, and vendors are prohibited from denying services or benefits to a qualified individual with a disability.

(2) The requirements provide for equality of opportunity, but do not guarantee equality of results.

   a. Individuals with disabilities must be provided an equally effective opportunity to participate in or benefit from a recipient's aids, benefits, and services.
(3) The major principles of mainstreaming are:
   i. Individuals with disabilities will be integrated to the maximum extent appropriate. Separate programs are permitted where necessary to ensure equal opportunity.
   ii. A separate program must be appropriate to the particular individual or group of individuals.
   iii. Individuals with disabilities cannot be excluded from the regular program or required to accept special services or benefits.

(4) Generally, the WIOA recipient, sub-recipient, or vendor may not ask an applicant for employment or training whether he or she has a disability or the nature of severity of a disability. However, this prohibition does not apply to inquiries required or necessitated by federal law or regulation, including:
   - record keeping and reporting;
   - determining, where appropriate, eligibility for a WIOA-funded program or activity;
   - determining the extent to which the recipient is operating its WIOA-funded program or activity in a nondiscriminatory manner;
   - other use authorized by the nondiscrimination/equal opportunity provisions of WIOA.

When making such inquiries, the recipient should tell applicants for employment or training:
   - the purpose of the inquiry,
   - that the confidentiality of the information will be safeguarded, and
   - that refusal to provide the information will not subject the individual to any adverse treatment.

(5) Where testing is a part of the selection process, the tests must, if necessary, be modified so that they reflect job skills or aptitudes, rather than hearing, visual, speaking, or manual skills (unless the tests are specifically designed to measure these skills).

(6) Applicants may be asked about their ability to perform job or training functions.

Action: All staff must be knowledgeable of the contents of this directive.
NH WORKS System Partners
Release of Information

I, ________________________________, authorize

______________________________, to exchange

information relating to prior assessment(s) for training and employment
including work history, quarterly wage data, and Unemployment
Compensation benefits
with ________________________________.

This Release of Information does not authorize the disclosure of any medical
information or any other restricted third party information.

I understand that this information will be used to determine eligibility for
employment and training services, will assist in the development of my
individual training plan for education and/or employment, and will be used for
statistical purposes.

I allow the NH Works System Partners identified to release to each other the
requested information when I am referred to partner services. I understand the
information will be used only on an as needed basis and will remain
confidential, to the extent required and/or permitted by law. This information
cannot be shared with any other entity without my written permission.

A copy of this Release of Information is as valid as the original. This Release is
valid for both program and follow-up services.

__________________________________________  ________________________
Participant’s Signature                         Date

____________________________________________  ________________________
Guardian’s Signature if applicable             Email Address

Staff Signature

Issue date 2/1/13

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american jobcenter network

NH WORKS One-Stop Partner Agencies are Equal Opportunity Employers.
Auxiliary aids and services are available upon request to individuals with disabilities. TDD ACCESS: RELAY NH 1-800-735-2964
NH WORKS System Partners
Publicación de Información

Yo, ____________________________, autorizo a que comparta información relacionada a previas evaluaciones de entrenamiento y empleo, incluyendo empleos anteriores, información de mi salario trimestral, y beneficios de compensación de desempleo de:

______________________________

Esta publicación de información no autoriza la divulgación de información médica o cualquier otra información restringida de un tercer grupo.

Yo comprendo que esta información será utilizada para determinar la elegibilidad de servicios de empleo y entrenamiento, ayudará en el desarrollo de mi plan de entrenamiento personal para educación o empleo o ambos, y será utilizada con fines estadísticos.

Yo permito que las asociaciones identificadas con NH Works System Partner divulguen entre sí la información solicitada, cuando yo sea referido a los servicios asociados.

Yo comprendo que usaran la información solamente cuando sea necesaria y será confidencial hasta el punto necesario por la ley. Esta información no puede ser compartida con ninguna persona o grupo sin mi permiso escrito.

Una copia de este documento autorizando el revelo de información es tan válida como el documento original. Esta autorización es válida tanto para los servicios del programa como los de seguimiento.

________________________
Firma del Participante

________________________
Fecha

________________________
Firma del Guardián, si es aplicable

________________________
Firma del empleado

Dirección de correo electrónico

NH WORKS One-Stop Partner Agencies are Equal Opportunity Employers.
Auxiliary aids and services are available upon request to individuals with disabilities.TDD ACCESS: RELAY NH 1-800-735-2964