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MAC

Jeffrey A. Meyers
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

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April 27, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to exercise a renewal option with Southern New Hampshire Services, Inc., 40 Pine Street, Manchester, NH 03301 (Vendor #177198) for the provision of staffing, and employment and training services, as required by the New Hampshire Employment Program by increasing the price limitation by \$4,564,470.00 from \$22,571,419.84 to \$27,135,889.84, and by extending the contract completion date from June 30, 2018 to June 30, 2019, effective upon Governor and Executive Council approval.

This agreement was originally approved by Governor and Executive Council on May 1, 2013 (Item #37B) with two subsequent amendments; April 22, 2015 (Item #14) and May 17, 2017 (Item #15A). 75% Federal Funds and 25% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2019.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT.

STATE FISCAL YEAR	CLASS	CLASS TITLE	JOB NUMBER	Current Budget	Increase/ (Decrease)	Modified Budget
2014	102-500731	Contracts for Program Services	TBD	\$4,567,197.26	\$0	\$4,567,197.26
2015	102-500731	Contracts for Program Services	TBD	\$4,737,031.70	\$0	\$4,737,031.70
2016	102-500731	Contracts for Program Services	TBD	\$4,398,240.75	\$0	\$4,398,240.75
2017	102-500731	Contracts for Program Services	TBD	\$4,574,293.53	\$0	\$4,574,293.53
2018	102-500731	Contracts for Program Services	TBD	\$4,294,656.60	\$0	\$4,294,656.60
2019	102-500731	Contracts for Program Services	TBD	\$0	\$4,564,470.00	\$4,564,470.00
			TOTAL:	\$22,571,419.84	\$4,564,470.00	\$27,135,889.84

EXPLANATION

The purpose of this amendment is to extend the Contract for one (1) year for the provision of staffing, and employment and training services, to individuals enrolled in New Hampshire Employment Program which is the mandatory work program for the Temporary Assistance for Needy Families Program (TANF). Required by the New Hampshire Employment Program (NHEP) as defined in 45 CFR 261 – Ensuring That Recipients Work, recipients are required to participate in the work program. The amount for the one-year Contract extension was increased by \$269,813.40 from the SFY 2018 to SFY 2019 due to TANF and NHEP caseload increases over the last year. This extension request is for one (1) year, and is for the purpose of allowing the program time to reprocur services. No additional extensions will be requested. These services will be reprocured through a competitive bidding process prior to the expiration of this Amendment.

These services enhance an individual's ability to effectively prepare for, seek, obtain and retain unsubsidized employment to end dependence of needy parents on governmental programs, while continuing to establish relationships with public, private and community agencies that provide a variety of resources and services to low-income individuals and families. Program services address the need of program participants who may have limited or no English proficiency, thereby requiring additional cultural and linguistically appropriate supports/services be provided that ensures equal access in all knowledge necessary to establish the statewide community relationships that will enhance and increase the programs' ability to move low-income individuals to financial independence through employment.

The contractor has provided work activities which include job readiness, job search, community service program, work experience, job skills training directly related to employment, and On-the-Job Training services. Participants acquire general skills, knowledge and work habits necessary to obtain and retain gainful employment, and obtain occupations in support of long term self-sufficiency. To meet the requirements of this Contract, the contractor provides these services on a statewide basis and covers up to twelve (12) geographic locations, maintain a total staff of fifty-nine (59) full time and two (2) part time staff. Staff has professional backgrounds, experience and expertise in the areas of employment, labor market information, employer relations and training services with the ability to motivate and inspire participants to attain and achieve their identified occupational short and long-term career goals. Services have been provided to participants according to the State of New Hampshire calendar of business days, with hours of operation from 8:00 AM to 4:30 PM, Monday through Friday. All of the contractor's staff assigned to the New Hampshire Employment Program have accountability to the Division of Family Assistance (DFA), Bureau Chief of Welfare to Work.

This vendor provided two core functions; one the provision of case management services for TANF clients to meet federally required work participation hours, and two the provision of a simulated work environment where clients develop necessary work skills and work experience to improve employability and connect to the labor market. Performance data for this vendor includes:

1. For SFY 2017, SNHS Employment Counselors assisted the State in exceeding the required 50% work participation rate to achieve a 79% work participation rate (This is an unofficial rate as 2017 data is yet to be published by the federal TANF agency. The last published rate was in 2016 and New Hampshire had an 80% work participation rate. See attached Work Participation Rate (WPR) data.).
2. At the end of March 2018 for the state fiscal year, 662 TANF clients have participated in the simulated work program (See attached SFY 2018 NHEP WORKPLACE SUCCESS PROGRAM REPORT) with the following outcomes:
 - a. 292 clients or 44% of enrollees completed a vocational assessment;
 - b. 321 clients or 48% of enrollees completed job readiness training;
 - c. 303 clients or 46% of enrollees completed job search tools development;

- d. 120 clients or 18% of enrollees exited the program with employment with an average hourly wage of \$12.34 for 34 hours per week in the Healthcare, Retail/Wholesale and Hospitality fields;
- e. 32 clients or 5% of enrollees exited the program with an on-the-job training employment placement with an average hourly wage of \$12.78 for 35 hours per week in the Health Sciences, Business Management and Hospitality fields;
- f. 108 clients or 16% of enrollees exited the program with a community work experience placement.

On a client satisfaction survey where 5 is the highest score, 199 clients at the end of March 2018 rated the program a 4.5 when asked if the program was helpful for them to get and keep a job (See attached WPS Participant Exit Survey).

This vendor was selected through a competitive bid process, with the original contract allowing for up to four (4) years of renewal, as specified in Exhibit C-1, Additional Special Provisions, of which three (3) have been exercised.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, the Division of Family Assistance could face a federal penalty of between \$2 million dollars and \$4 million dollars in general funds for any year in which it does not meet federal welfare to work participation outcomes as defined in Federal Regulation 45 CFR 261.50 – Penalties Apply to States Related to Work Requirements. Federal penalties would negatively impact the citizens of New Hampshire by reducing the grant award, which would decrease the number of participants being served under these programs, and increasing the number of individuals remaining on public assistance.

Area served: Statewide.

Source of Funds: 75% Federal Funds from US Department of Health and Human Services Temporary Assistance for Needy Families; and 25% General Funds.

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

Respectfully submitted,



Thomas D. Pristow
Deputy Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner

FFY 2017 Statewide Work Participation Rate (WPR)

Months	WPR
October-16	80.8%
November-16	81.6%
December-16	80.4%
January-17	79.6%
February-17	79.0%
March-17	79.3%
April-17	79.4%
May-17	78.9%
June-17	78.5%
July-17	79.2%
August-17	77.5%
September-17	74.9%
Average WPR FFY 2017	79.1%

Data Source: New HEIGHTS Report NWP218RA

Distribution: Lynn Wilder

TABLE 1A
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES
COMBINED TANF AND SSP-MOE WORK PARTICIPATION RATE
FISCAL YEAR 2016

ACF/OFA: 06/07/2017

STATE	ALL-FAMILIES RATE			TWO-PARENT FAMILIES RATE		
	Rate	Adjusted Standard 2/	Met Target	Rate	Adjusted Standard 2/	Met Target
United States	51.9%			70.8%		
Alabama	55.6%	0.0%	Yes	57.4%	16.8%	Yes
Alaska	38.5%	26.7%	Yes	49.3%	55.9%	No
Arizona	31.0%	0.0%	Yes	71.5%	24.8%	Yes
Arkansas	44.7%	0.0%	Yes	33.6%	19.0%	Yes
California	60.7%	50.0%	Yes	69.9%	90.0%	No
Colorado	20.3%	32.7%	No	18.4%	72.7%	No
Connecticut	47.1%	12.6%	Yes	1/		
Delaware	37.7%	6.1%	Yes	1/		
District of Col.	50.0%	29.6%	Yes	1/		
Florida	43.6%	23.5%	Yes	61.0%	30.1%	Yes
Georgia	57.3%	0.0%	Yes	1/		
Guam	19.1%	50.0%	No	31.6%	90.0%	No
Hawaii	40.8%	0.0%	Yes	53.1%	23.8%	Yes
Idaho	59.3%	50.0%	Yes	1/		
Illinois	72.4%	50.0%	Yes	1/		
Indiana	29.5%	0.0%	Yes	37.0%	0.0%	Yes
Iowa	36.7%	1.8%	Yes	34.9%	23.6%	Yes
Kansas	41.9%	0.0%	Yes	46.5%	30.9%	Yes
Kentucky	45.5%	14.5%	Yes	50.9%	54.5%	No
Louisiana	14.1%	0.0%	Yes	1/		
Maine	86.8%	50.0%	Yes	97.7%	90.0%	Yes
Maryland	32.8%	14.6%	Yes	1/		
Massachusetts	64.3%	50.0%	Yes	94.6%	90.0%	Yes
Michigan	65.2%	0.0%	Yes	1/		
Minnesota	39.4%	32.4%	Yes	1/		
Mississippi	60.8%	50.0%	Yes	1/		
Missouri	26.9%	0.8%	Yes	1/		
Montana	40.2%	12.9%	Yes	36.4%	31.6%	Yes
Nebraska	44.5%	0.0%	Yes	1/		
Nevada	35.4%	50.0%	No	41.6%	90.0%	No
New Hampshire	80.0%	50.0%	Yes	1/		
New Jersey	27.4%	0.0%	Yes	1/		
New Mexico	54.7%	0.0%	Yes	63.3%	28.4%	Yes
New York	31.2%	13.4%	Yes	1/		
North Carolina	22.3%	0.0%	Yes	18.3%	31.0%	No
North Dakota	68.2%	0.0%	Yes	1/		
Ohio	52.3%	22.0%	Yes	60.9%	31.3%	Yes
Oklahoma	30.6%	9.1%	Yes	1/		
Oregon	72.9%	50.0%	Yes	98.7%	90.0%	Yes
Pennsylvania	25.7%	17.4%	Yes	51.9%	24.5%	Yes
Puerto Rico	17.5%	0.0%	Yes	1/		
Rhode Island	14.9%	0.0%	Yes	12.0%	34.8%	No
South Carolina	41.1%	6.1%	Yes	1/		
South Dakota	58.2%	50.0%	Yes	1/		
Tennessee	34.2%	0.0%	Yes	13.8%	33.5%	No
Texas	22.2%	0.0%	Yes	1/		
Utah	11.5%	0.0%	Yes	1/		
Vermont	48.0%	26.6%	Yes	56.8%	53.5%	Yes
Virgin Islands	12.1%	0.0%	Yes	1/		
Virginia	45.1%	16.2%	Yes	1/		
Washington	32.4%	4.7%	Yes	46.4%	44.7%	Yes
West Virginia	37.2%	13.7%	Yes	1/		
Wisconsin	42.1%	43.5%	No	44.2%	83.5%	No
Wyoming	71.6%	50.0%	Yes	75.2%	90.0%	No

1/ State has no TANF and/or SSP-MOE families subject to the two-parent rate.

2/ Statutory standards of 50% for all-families rate and 90% for 2-parent rate are adjusted by each state's caseload reduction credit.

SFY 2018 NHEP WORKPLACE SUCCESS PROGRAM REPORT
Critical Program Measures

MONTH: Mar-18

OTHER PROGRAM MEASURES

YTD ENROLLMENT DATA

YTD # YTD %

Total # of WPS System enrollments to date:

692

The total number of system enrollments YTD, including active clients carried-over from SFY16 (60 from activities in the Career Center, 26 from WEP, and 9 from OJT). Source: Enrollments by Office Table, 'Enrollments' section, p.1.

New enrollments this month:

78

Clients enrolled within the month of the reporting period. Includes re-enrollments. Does not include movement from one activity to another. System enrollment is recorded on the local NHEP WPS Career Center reports, including remote and fast track clients. Source: Enrollments by Office Table, 'Enrollments' section, p.1.

and % of YTD WPS participants re-enrolled during this SFY:

152	23.0%
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System re-enrollment is recorded on the local NHEP WPS Career Center reports, including remote and fast track clients. Source: Enrollments by Office Table, 'Enrollments' section, p.1.

and % of YTD participants enrolled in Service Bureau:

561	81.1%
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of clients who participated in Service Bureau YTD. Source: YTD CWEP Service Bureau Table, 'Activity Tracking (Prep)' section (hidden worksheet).

and % of YTD participants enrolled in Work Skills Training:

193	27.9%
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of clients who participated in Work Skills Training YTD. Source: YTD Work Skills Training Related to Employment - Secondary Activity (Workplace Training) and Supervised Study Table, 'Activity Tracking (Prep)' section (hidden worksheet).

and % YTD participants with Limited English skills:

36	5.2%
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of clients enrolled with limited English skills. Recorded at enrollment on the local NHEP WPS Career Center reports. Includes re-enrollments. Source: Enrollments by Office Table, 'Enrollments' section, p.1.

and % of YTD WPS enrollments in Job Readiness:

505	73.0%
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of clients who participated in Job Readiness YTD. Source: YTD Vocational Assessments, WorkKeys Assessments, Job Readiness and Job Search Table, 'Activity Tracking (Prep)' section (hidden worksheet).

SFY 2018 NHEP WORKPLACE SUCCESS PROGRAM REPORT
Critical Program Measures

MONTH: Mar-18

GOALS & OBJECTIVES MEASURES

Goal 1: Promote the successful transition from public assistance through the provision of job readiness activities, training, and education activities concurrently with employment or seeking employment, family support skills, and follow-up services for problem resolution and job advancement.

Objective 1A

Standard This Month YTD

By July 2018, 80% of all clients leaving Vocational Assessments shall complete the Vocational Assessment, including the development of a Career Pathways.

Vocational Assessment (VA) Completion Rate*

80%	63.6%	70.9%
	74	431
	55	412
	35	292

Client Participating in Vocational Assessments

Participants leaving Vocational Assessments**

Participants completing Vocational Assessments**

**The percentage is based on the # of participants leaving Vocational Assessments.*

***See Critical Measures Detail 1A Completing VA means P.1 and Career Pathways section of P. 2 of the VA Report.*

Comments:

Objective 1B

By July 2018, 80% of all clients taking the WorkKeys Assessment should have obtained a WorkKeys Certification.

WorkKeys Certification Rate*

80%	93.3%	98.1%
	15	107
	14	105
	17	127

Participants taking WorkKeys Assessment

Participants obtaining a WorkKeys Certificate

Participants previously completed WorkKeys Assessment

**See Activity Tracking Definitions p.3 item 4*

Comments:

Objective 1C

By July 2018, 80% of participants leaving the Job Readiness activity will complete the activity successfully.

Job Readiness Curriculum Completion Rate

80%	75.0%	78.1%
	44	411
	33	321

Participants leaving Job Readiness activity*

Participants completing Job Readiness curriculum*

**See Critical Measures Detail 1C*

Comments:

SFY 2018 NHEP WORKPLACE SUCCESS PROGRAM REPORT
Critical Program Measures

MONTH: Mar-18

Objective 1D

Standard This Month YTD

By July 2018, 80% of all clients leaving Job Readiness shall have created Job Search tools necessary to conduct an effective job search.

% Participants Completing Job Search Tools

80%	72.7%	73.7%
	44	411
	32	303

Participants leaving Job Readiness activity*

Participants completing Job Search Tools**

**See Critical Measures Detail 1D. **Includes clients who have completed all JS Tools in a prior enrollment. Completed all Job Search Tools consists of completing a résumé, cover letter, job application, and interviewing skills.*

Comments:

Objective 1E

By July 2018, 80% of participants leaving the Works Skills Training activity will demonstrate two or more new job skills.

Work Skills Training (WST) Skill Attainment Rate

80%	78.6%	85.1%
	14	154
	11	131

Participants leaving WST activity*

WST Participants demonstrating 2 or more new job skills*

**See Critical Measures Detail 1E*

Comments:

Objective 1F

By July 2018, the average response score of all Career Center questions on the WPS Client Satisfaction Survey should be no less than 4 on a scale of 1 to 5.

Client Satisfaction Survey

Average Response Score*

4.0	4.12	4.45
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**Supplied by DFA*

Comments:

SFY 2018 STATEWIDE NHEP WORKPLACE SUCCESS PROGRAM REPORT - Report #3

Period Ending: Mar-18

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YTD PROGRAM OUTCOME DATA

YTD TOTAL JOB PLACEMENTS (Unsubsidized Employment)*			
OFFICE	# Exitters Employed	Average Hourly Wage Rate	Average # Work Hours Per Week
BERLIN	3	\$9.76	25.0
CLAREMONT	5	\$12.59	34.4
CONCORD	6	\$11.69	40.0
CONWAY	5	\$10.57	37.5
DERRY	12	\$13.45	35.5
KEENE	3	\$14.00	25.5
LACONIA	6	\$11.74	35.0
LITTLETON	9	\$11.46	27.2
MANCHESTER	24	\$12.84	37.5
NASHUA	22	\$12.83	33.5
PORTSMOUTH	8	\$12.09	31.8
ROCHESTER	15	\$13.40	35.5
CVS	2	\$14.00	40.0
TOTAL	120	\$12.34	33.7

YTD TOTAL JOB PLACEMENTS (OJT/Subsidized)**			
OFFICE	# Exitters Placed in OJT	Average Hourly Wage Rate	Average # Work Hours Per Week
BERLIN	0	n/a	n/a
CLAREMONT	0	n/a	n/a
CONCORD	2	\$12.25	40.0
CONWAY	0	n/a	n/a
DERRY	4	\$15.06	31.0
KEENE	1	\$10.00	32.5
LACONIA	3	\$10.99	33.3
LITTLETON	0	n/a	n/a
MANCHESTER	2	\$13.00	40.0
NASHUA	12	\$13.89	34.6
PORTSMOUTH	0	n/a	n/a
ROCHESTER	0	n/a	n/a
CVS	8	\$14.25	29.8
TOTAL	32	\$12.78	34.5

Definitions:

*Includes YTD participants who obtained unsubsidized direct employment.

** Includes YTD participants who obtained employment through an OJT.

SFY 2018 STATEWIDE NHEP WORKPLACE SUCCESS PROGRAM REPORT - Report #3

Period Ending: Mar-18

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YTD JOB PLACEMENT INDUSTRY CODES FOR UNSUBSIDIZED EMPLOYMENT

Industry Category	Berlin	Clare	Conc	Conw	Derry	Keene	Lac	Little	Manch	Nashua	Ports	Roch	CVS	Total	%
Manufacturing	0	2	1	0	0	0	1	1	2	5	0	2	0	14	11.7%
Retail/Wholesale Trade	2	0	2	0	1	0	0	1	5	2	4	3	0	20	16.7%
Transportation Services	0	0	0	0	1	0	0	1	0	0	0	0	0	2	1.7%
Information Services	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0.8%
Finance/Ins./Real Estate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Professional & Technical	0	0	0	0	0	0	0	0	1	0	0	2	0	3	2.5%
Health Care Services	0	2	2	2	3	2	3	2	7	3	1	2	2	31	25.8%
Hospitality & Food Svcs	1	0	0	2	2	1	1	2	3	2	1	1	0	16	13.3%
Management/Admin Svcs	0	0	0	0	1	0	0	0	3	4	0	1	0	9	7.5%
Social & Public Services	0	1	0	0	3	0	1	0	0	3	1	0	0	9	7.5%
Educational Services	0	0	1	0	1	0	0	0	1	2	0	1	0	6	5.0%
Other Industry/Services	0	0	0	1	0	0	0	2	1	1	1	3	0	9	7.5%
Total	3	5	6	5	12	3	6	9	24	22	8	15	2	120	
	2.5%	4.2%	5.0%	4.2%	10.0%	2.5%	5.0%	7.5%	20.0%	18.3%	6.7%	12.5%	1.7%		

SFY 2018 NHEP WORKPLACE SUCCESS PROGRAM REPORT
Critical Program Measures

MONTH: Mar-18

Goal 2: Assist participants to gain employment as rapidly as possible, given due consideration to individual circumstances, labor market conditions, the needs of dependent children for the continuing care and protection and the ultimate goal of long-term economic independence.

Objective 2A

Standard This Month YTD

By July 2018, 80% of participants leaving the Service Bureau activity will demonstrate two or more new job skills.

Service Bureau (SB) Skill Attainment Rate

80%	74.0%	79.9%
	50	462
	37	369

Participants leaving SB activity*

SB Participants demonstrating 2 or more new job skills*

*See Critical Measures Detail 2A

Comments:

Objective 2B

Maintain inventory of 300 WEP host sites (Active and Inactive)

Available Work Experience (WEP) Host Sites*

300	225	
	75.0%	
	669	

Total # Potential WEP Slots from Available Host Sites

*Available WEP Host Sites is defined as WEP sites with which the CJS has had contact within the last 120 days. See WEP Availability Report #4

Comments:

Objective 2C

No less than 25% of participants leaving the Career Center will enter Outside WEP's

% Participants entering WEP's

25%		20%
		108
		548

of Participants transitioning from the Career Center to WEP's

of Participants leaving the Career Center

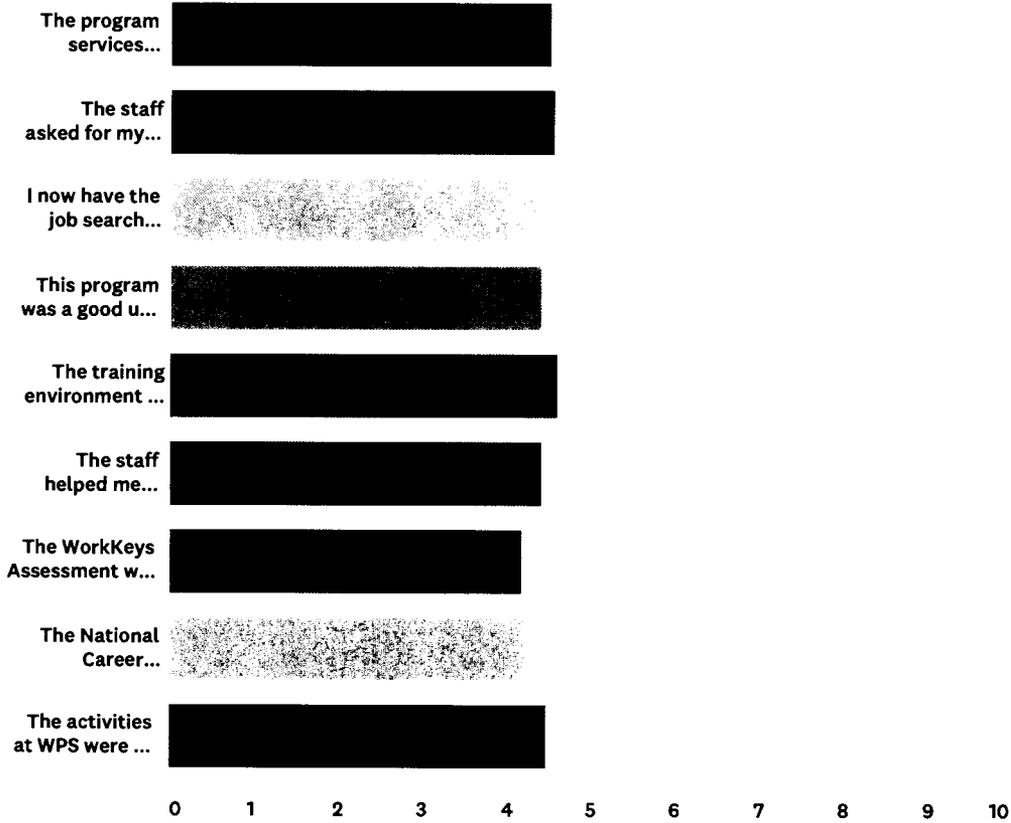
See Work Experience Program Report #16

Comments:

WPS Participant Exit Survey

Q3 Please rate your overall experience with the NHEP Workplace Success Career Center.

Answered: 199 Skipped: 3



	STRONGLY AGREE	AGREE	NEUTRAL	DISAGREE	STRONGLY DISAGREE	TOTAL	WEIGHTED AVERAGE
The program services provided and materials used will be helpful for me to get and keep a job.	60.80% 121	31.66% 63	6.53% 13	0.00% 0	1.01% 2	199	4.51
The staff asked for my ideas and helped me in a way that I could easily understand things.	66.16% 131	27.78% 55	3.54% 7	0.51% 1	2.02% 4	198	4.56
I now have the job search tools I need and I am better prepared to find a good job that fits into my career path.	56.85% 112	30.46% 60	11.68% 23	0.00% 0	1.02% 2	197	4.42
This program was a good use of my time and was helpful to me. I would recommend this program to others.	63.13% 125	23.74% 47	8.08% 16	2.02% 4	3.03% 6	198	4.42
The training environment was safe.	70.92% 139	21.43% 42	5.61% 11	1.02% 2	1.02% 2	196	4.60
The staff helped me set-up an off-site WEP that fit into my career path. (If you did not enter a WEP, please leave this question blank.)	62.50% 75	20.83% 25	13.33% 16	1.67% 2	1.67% 2	120	4.41



**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Combined Services Program and
New Hampshire Employment Program Staffing Contract**

This 3rd Amendment to the Combined Services Program and New Hampshire Employment Program Staffing contract (hereinafter referred to as "Amendment #3") dated this 22nd day of March, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 1, 2013, (Item #37B), as amended on April 22, 2015, (ITEM #14) and subsequently amended on May 17, 2017, (Item #15A) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-I, Additional Special Provisions the State may modify the scope of work, the payment schedule and extend the contract completion date of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$27,135,889.64.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Exhibit B, Methods and Conditions Precedent to Payment, CONTRACT PERIOD, to read:
July 1, 2013 through June 30, 2019
6. Add Exhibit B-5 – Amendment #3 Budget Forms SFY 2019
7. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:
From 7/1/13 to 6/30/19
8. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
July 1, 2013 through June 30, 2019
9. Add Exhibit K, DHHS Information Security Requirements.

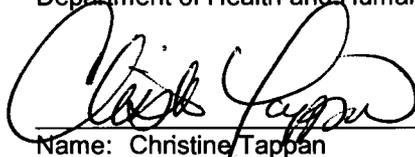


New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

April 23, 2018
Date


Name: Christine Tappan
Title: Associate Commissioner

Southern New Hampshire Services

April 16, 2018
Date


Name: Donnalee Lozau
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on April 16, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.


Signature of Notary Public or Justice of the Peace

Debra Stohrer
Name and Title of Notary or Justice of the Peace

My Commission Expires DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

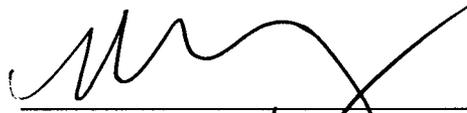


**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing Contract**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

my
Date 5/1/18


Name: Megan A. Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Southern New Hampshire Services, Inc.
 Budget Request for: Combined Services Program and NHEP Staffing Services Contract
 Budget Period: July 1, 2018 - June 30, 2019

Line Item	2018	2019	2018	2019	2018	2019	2018	2019	2018	2019
1. Total Salary/Wages - Note 2	\$ 2,351,081.80	\$ -	\$ 2,351,081.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,351,081.80	\$ -
2. Employee Benefits	\$ 706,551.54	\$ -	\$ 706,551.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 706,551.54	\$ -
3. Consultants	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 23,700.00	\$ -	\$ 23,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,700.00	\$ -
Purchase/Depreciation	\$ 24,388.31	\$ -	\$ 24,388.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,388.31	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 10,556.50	\$ -	\$ 10,556.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,556.50	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 28,492.50	\$ -	\$ 28,492.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,492.50	\$ -
6. Travel	\$ 67,424.00	\$ -	\$ 67,424.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,424.00	\$ -
7. Occupancy	\$ 481,522.87	\$ -	\$ 481,522.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 481,522.87	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 27,868.00	\$ -	\$ 27,868.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,868.00	\$ -
Postage	\$ 810.00	\$ -	\$ 810.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 810.00	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,895.00	\$ -	\$ 6,895.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,895.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 24,350.00	\$ -	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -
10. Meeting/Communications	\$ 15,271.00	\$ -	\$ 15,271.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,271.00	\$ -
11. Staff Education and Training	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -
12. Subcontract/Agreements - Note 3	\$ 252,645.11	\$ -	\$ 252,645.11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252,645.11	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect As A Percent of Direct - Note 1	\$ -	\$ 425,063.28	\$ 425,063.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 425,063.28	\$ 425,063.28
TOTAL	\$ 4,139,498.82	\$ 425,063.28	\$ 4,564,562.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,139,498.82	\$ 425,063.28

Indirect As A Percent of Direct - Note 1
10.3%

Note 1 - Indirect Costs are largely administrative costs which include Executive, Administrative and Support staff whose duties are not assignable to a specific program (e.g. Executive Director, Fiscal Officer, Director of Operations, Accounting staff, Clerical staff and Human Resources Manager). These costs encompass salaries, taxes, encompass salaries, taxes, and fringe benefits of the latter plus the administrative portion of other expenses including travel, space and utilities, telephone, copying, consumable supplies and other contractual services. N.B. Indirect costs will be shared with NH Community Action Agencies & MCRC involved in the operation and support of the Combined Service Programs in their service areas through subcontract with SHHS.

Note 2 - Number of CSP FTEs reduced from 43.07 in original SFY 2014-15 to 37.37 in SFY 2018-19.
 Number of Staffing FTEs remain unchanged at 22.33 since original SFY 2014-15 contract budget.
 Budget includes a 3% annual wage increase.

Note 3 - Contains Manchester Community Resource Center (MCRC) program expenses, including staff wages & salaries.

Contractor Initials: *PL*
 Date: *4/16/18*



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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4/16/18



Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

[Handwritten Signature]
4/16/18



DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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4/16/18

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65506

Certificate Number : 0004073347



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Orville Kerr, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southern New Hampshire Services, Inc.
(Agency Name)

2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on : September 9, 2017
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 16th day of April, 2018.
(Date Contract Signed)

4. Donnalee Lozeau is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of April, 2018.

By Orville Kerr
(Name of Elected Officer of the Agency)



Notary Public

(NOTARY SEAL)

DEBRA D. STOHRER

Notary Public - New Hampshire

Commission Expires: My Commission Expires November 18, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2018

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis	PHONE (A/C, No, Ext): (866)841-4600		FAX (A/C, No): (603)622-4618
	E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com			
INSURED Southern New Hampshire Services Inc PO Box 5040 Manchester NH 03108	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:	Cincinnati Insurance Company		
	INSURER B:	Eastern Alliance Insurance Group		
	INSURER C:	Nautilus Insurance Company		
	INSURER D:	Philadelphia Insurance		
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 17-18 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> EPLI						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: Crime: 250,000 limit						Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY			ETA0417260	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist BI \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ETD 041 72 57	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01-0000112165-00	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liability			CPL2004475-15	01/23/2017	01/23/2018	Aggregate 2,000,000

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

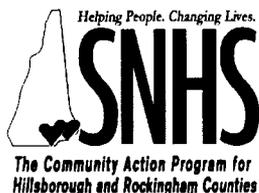
Additional Insurance:
Carrier D: D&O/EPLI/Fiduciary Liability Coverage #PSD1304210 Effective 12/2/2017-12/2/2018 \$1,000,000 Aggregate Limit.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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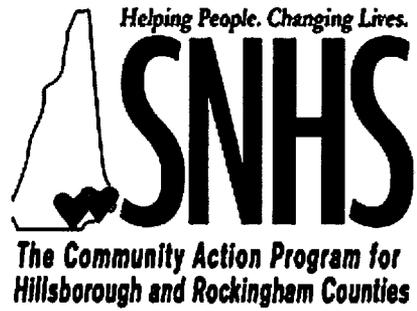
SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2017

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2017

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

**Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance With *Government Auditing Standards***

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2017, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated January 19, 2018.

Internal Control over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.
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**Independent Auditor's Report on Compliance for Each Major Program and on
Internal Control over Compliance and Schedule of Expenditures of
Federal Awards Required by the Uniform Guidance**

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2017. Southern New Hampshire Services, Inc. and affiliate's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. and affiliate's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southern New Hampshire Services, Inc. and affiliate's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southern New Hampshire Services, Inc. and affiliate's compliance.

Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. and affiliate complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended July 31, 2017.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. and affiliate is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southern New Hampshire Services, Inc. and affiliate's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southern New Hampshire Services, Inc. and affiliate's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

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

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2017, and have issued our report thereon dated January 19, 2018, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2017

Federal Grantor Pass-Through Grantor <u>Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Subrecipient Expenditures</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Agriculture:</u>				
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Special Supplemental Nutrition Program for Women, Infants and Children	10.557 10.557	174NH703W1003 SF2018-02(LA)		\$ 1,236,057 <u>104,467</u> 1,340,524
Commodity Supplemental Food Program	10.565 10.565	174NH703W1003 SF2018-02(LA)		127,693 <u>11,403</u> 139,096
<i>Pass-Through State of New Hampshire Department of Education</i>				
Child and Adult Care Food Program	10.558			973,870
Summer Food Service Program for Children	10.559			<u>84,743</u>
Total U.S. Department of Agriculture				\$ <u>2,538,233</u>
<u>U.S. Department of Housing and Urban Development:</u>				
<i>Direct Program</i>				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249			\$ 370,587
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>				
Emergency Solutions Grant Program	14.231	E16-DC-33-0001		73,361
<i>Pass-Through Belknap Merrimack Community Action Program</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900			8,429
<i>Pass-Through the City of Nashua, NH</i>				
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	NHLB0574-14		<u>70,621</u>
Total U.S. Department of Housing and Urban Development				\$ <u>522,998</u>
Subtotal				\$ <u>3,061,231</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
(Continued)**

YEAR ENDED JULY 31, 2017

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Subrecipient Expenditures</u>	<u>Federal Expenditures</u>
Amount Forward				\$ <u>3,061,231</u>
<u>U.S. Department of Labor:</u>				
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>				
<u>WIOA Cluster</u>				
WIA/WIOA Adult Program	17.258	02-6000618	\$ 314,717	\$ 1,709,991
	17.258			<u>108,584</u>
				1,818,575
WIA/WIOA – Dislocated Worker Formula Grants	17.278	02-6000618	<u>143,780</u>	1,269,980
	17.278			<u>127,937</u>
				<u>1,397,917</u>
Total WIOA Cluster			<u>458,497</u>	<u>3,216,492</u>
WIOA National Dislocated Worker Grants / WIA National Emergency Grants	17.277	02-6000618	438,038	1,859,302
	17.277			<u>177,016</u>
				<u>2,036,318</u>
Total U.S. Department of Labor			\$ <u>896,535</u>	\$ <u>5,252,810</u>
<u>U.S. Department of Energy:</u>				
<i>Pass-Through State of New Hampshire Governor's Office Office of Planning</i>				
Weatherization Assistance for Low-Income Persons	81.042	EE0006169		\$ 432,025
Energy Efficiency and Conservation Block Grant Program (EECBG)	81.128			<u>11,325</u>
Total U.S. Department of Energy				\$ <u>443,350</u>
<u>U.S. Department of Education:</u>				
<i>Pass-Through State of New Hampshire Department Of Education</i>				
Adult Education – Basic Grants to States	84.002	67011-ABE		\$ <u>40,349</u>
Total U.S. Department of Education				\$ <u>40,349</u>
<u>Corporation for National and Community Services:</u>				
<i>Direct Program</i>				
Retired and Senior Volunteer Program	94.002	14SRANH003		\$ 107,870
	94.002	17SRANH003		<u>40,805</u>
Total Corporation for National and Community Services				\$ <u>148,675</u>
Subtotal			\$ <u>896,535</u>	\$ <u>8,946,415</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
(Continued)**

YEAR ENDED JULY 31, 2017

Federal Grantor Pass-Through Grantor <u>Program or Cluster Title</u>	Federal CFDA <u>Number</u>	Pass-Through Identifying <u>Number</u>	Subrecipient <u>Expenditures</u>	Federal <u>Expenditures</u>
Amount Forward			\$ <u>896,535</u>	\$ <u>8,946,415</u>
<u>U.S. Department of Health and Human Services:</u>				
<i>Direct Program</i>				
Head Start	93.600	01CH2057/04		\$ 5,775,184
	93.600	01HP0009/02		<u>275,352</u>
				6,050,536
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>				
Low-Income Home Energy Assistance	93.568	G-16B1NHLIEA		229,750
	93.568	G-17B1NHLIEA		<u>7,217,345</u>
				7,447,095
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	15AANHT3SP		14,515
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>				
Temporary Assistance for Needy Families	93.558	2016G996115	\$ 849,733	2,569,065
	93.558	2017G996115		<u>212,927</u>
			<u>849,733</u>	<u>2,781,992</u>
Community Services Block Grant	93.569	G-16B1NHCOSR		1,312,992
Community Services Block Grant – Discretionary Awards	93.570	G-16B1NHCOSR		68,043
<u>CCDF Cluster</u>				
Child Care and Development Block Grant	93.575	2016G996005		896,722
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596	2016G999004		<u>888,195</u>
Total CCDF Cluster				1,784,917
<i>Pass-Through Manchester Community Health</i>				
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	1H79SM061289		<u>59,879</u>
Total U.S. Department of Health and Human Services			\$ <u>849,733</u>	\$ <u>19,519,969</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ <u>1,746,268</u>	\$ <u>28,466,384</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2017

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

NOTE 3: HEAD START PROGRAMS CFDA #93.600

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2017.

NOTE 4: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.1% with the Department of Health and Human Services.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2017

Section I Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:
Material weakness(es) identified? _____ Yes √ No

Significant deficiency(ies) identified? _____ Yes √ None reported

Noncompliance material to financial statements noted? _____ Yes √ No

Federal Awards

Internal control over major programs:
Material weakness(es) identified? _____ Yes √ No

Significant deficiency(ies) identified? _____ Yes √ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with CFR Section 200.156(a) of the Uniform Guidance? _____ Yes √ No

Identification of major programs:

<u>Name of Federal Program or Cluster</u>	<u>CFDA Number</u>
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557
Temporary Assistance for Needy Families	93.558
Low-Income Home Energy Assistance	93.568

Dollar threshold used to distinguish between Type A and Type B programs: \$853,992

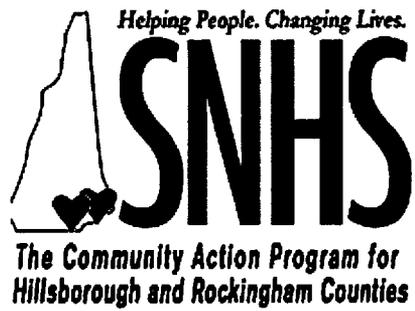
Auditee qualified as low-risk auditee? √ Yes _____ No

Section II Financial Statement Findings

No matters are reportable.

Section III Federal Award Findings and Questioned Costs

No matters are reportable.



SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

FOR THE YEARS ENDED JULY 31, 2017 AND 2016

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2017 AND 2016

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OUELLETTE & ASSOCIATES, P.A.
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C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2017 and 2016, and the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate, as of July 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated January 19, 2018 on our consideration of Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and on our tests on its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2017 AND 2016

ASSETS		
	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 5,889,396	\$ 6,057,093
Investments	8,375,305	6,352,626
Contracts receivable	3,790,824	3,415,218
Accounts receivable	590,607	636,656
Prepaid expenses	75,410	108,101
Under applied overhead	113,924	67,158
Total current assets	<u>18,835,466</u>	<u>16,636,852</u>
FIXED ASSETS		
Land	2,313,783	2,318,782
Buildings and improvements	10,429,907	10,426,659
Vehicles and equipment	1,285,271	1,275,367
Total fixed assets	<u>14,028,961</u>	<u>14,020,808</u>
Less - accumulated depreciation	4,720,487	4,516,633
Net fixed assets	<u>9,308,474</u>	<u>9,504,175</u>
OTHER ASSETS		
Restricted cash	<u>211,188</u>	<u>190,201</u>
TOTAL ASSETS	<u>\$ 28,355,128</u>	<u>\$ 26,331,228</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 121,437	\$ 119,080
Accounts payable	471,715	544,344
Accrued payroll and payroll taxes	1,330,368	974,989
Accrued compensated absences	326,281	498,403
Accrued other liabilities	347,332	211,737
Refundable advances	1,137,688	1,316,308
Tenant security deposits	68,705	62,654
Total current liabilities	<u>3,803,526</u>	<u>3,727,515</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	<u>2,330,118</u>	<u>2,440,409</u>
TOTAL LIABILITIES	<u>6,133,644</u>	<u>6,167,924</u>
NET ASSETS		
Unrestricted	<u>22,221,484</u>	<u>20,163,304</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 28,355,128</u>	<u>\$ 26,331,228</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2017 AND 2016

	<i>2017</i>	<i>2016</i>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 33,840,476	\$ 33,036,202
Program service fees	1,011,973	977,289
Local funding	352,618	337,540
Rental income	945,056	637,038
Gifts and contributions	207,972	1,084,502
Interest and dividend income	262,258	305,297
Unrealized gain (loss) on investments	761,151	(195,356)
Miscellaneous	633,151	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	38,014,655	36,955,364
EXPENSES		
Program services:		
Child development	7,698,835	7,592,134
Community services	1,504,282	1,584,465
Economic and workforce development	8,549,808	7,490,754
Energy	10,052,962	10,350,805
Language and literacy	344,985	293,600
Housing and homeless	181,366	183,374
Nutrition and health	2,390,236	2,400,554
Special projects	1,455,860	1,417,406
Volunteer services	158,879	125,312
SNHS Management Corporation	1,852,665	1,360,675
Total program services	34,189,878	32,799,079
Support services:		
Management and general	1,766,597	1,923,341
TOTAL EXPENSES	35,956,475	34,722,420
CHANGE IN NET ASSETS	2,058,180	2,232,944
NET ASSETS - BEGINNING OF YEAR	20,163,304	17,930,360
NET ASSETS - END OF YEAR	\$ 22,221,484	\$ 20,163,304

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2017

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,532,497	\$ 988,728	\$ 2,598,061	\$ 1,479,819	\$ 205,774	\$ 57,390	\$ 929,574
Payroll taxes	427,513	85,055	230,382	137,652	21,760	5,070	87,625
Fringe benefits	1,056,679	142,258	381,689	277,583	13,620	12,219	182,882
Workers comp. insurance	133,004	12,323	8,425	18,616	673	201	37,044
Retirement benefits	239,765	84,534	148,790	84,574	6,106	3,822	49,817
Consultant and contractual	73,596	37,906	1,764,803	1,278,715	16,772	233	24,513
Travel and transportation	80,939	24,323	72,239	47,177	751	2,583	47,155
Conferences and meetings	2,400	13,084	4,260	11,996	-	120	9,234
Occupancy	460,887	52,314	719,547	126,782	19,846	1,020	74,295
Advertising	14,820	2,535	31,291	1,335	50	-	75
Supplies	280,149	15,572	39,851	66,519	26,550	316	74,548
Equip. rentals and maintenance	13,830	6,236	27,993	20,144	1,378	-	24,174
Insurance	17,289	24,992	6,224	13,296	-	-	7,479
Telephone	63,288	14,783	50,377	19,759	1,591	538	42,705
Postage	2,936	339	1,626	31,484	249	16	3,473
Printing and publications	6,182	1,454	-	340	939	-	-
Subscriptions	-	1,769	-	-	-	-	-
Program support	559	20,105	-	32,990	8,588	-	7,270
Interest	11,952	-	-	-	-	-	-
Depreciation	42,373	3,666	7,443	14,269	4,341	-	2,146
Assistance to clients	7,800	-	2,443,026	6,409,725	-	97,838	515,249
Other direct expense	218,504	1,177	57,405	4,973	-	-	276,215
Miscellaneous	57,369	303	572	1,571	13,458	-	2,623
In-kind	2,636,675	-	-	-	-	-	-
(Gain) Loss on disposal of assets	-	-	-	1,971	2,539	-	-
SUBTOTAL	10,381,006	1,533,456	8,594,004	10,081,290	344,985	181,366	2,398,096
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,682,171)	(29,174)	(44,196)	(28,328)	-	-	(7,860)
TOTAL EXPENSES	\$ 7,698,835	\$ 1,504,282	\$ 8,549,808	\$ 10,052,962	\$ 344,985	\$ 181,366	\$ 2,390,236

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2017

	Program Services				Support Services	Total Expenses
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	
EXPENSES						
Payroll	\$ 42,757	\$ 86,401	\$ 99,305	\$ 11,020,306	\$ 1,239,055	\$ 12,259,361
Payroll taxes	3,963	7,879	27,908	1,034,807	105,184	1,139,991
Fringe benefits	1,929	15,102	64,008	2,147,969	157,709	2,305,678
Workers comp. insurance	2,237	281	5,461	218,265	5,085	223,350
Retirement benefits	1,871	4,448	21,647	645,374	118,221	763,595
Consultant and contractual	1,324,546	561	166,121	4,687,766	85,022	4,772,788
Travel and transportation	1,692	2,414	57,092	336,365	8,535	344,900
Conferences and meetings	3,829	1,454	18,790	65,167	1,080	66,247
Occupancy	13,883	-	415,064	1,883,638	22,016	1,905,654
Advertising	25	467	2,712	53,310	50	53,360
Supplies	1,018	14,709	9,292	528,524	39,789	568,313
Equip. rentals and maintenance	1,301	236	17,935	113,227	2,116	115,343
Insurance	541	1,226	29,070	100,117	10,999	111,116
Telephone	2,935	1,368	16,575	213,919	7,809	221,728
Postage	18	560	980	41,681	16,595	58,276
Printing and publications	-	-	996	9,911	38	9,949
Subscriptions	-	768	317	2,854	-	2,854
Program support	47,726	-	367,931	485,169	-	485,169
Interest	-	-	39,429	51,381	-	51,381
Depreciation	10,810	-	331,535	416,583	536	417,119
Assistance to clients	-	-	29,547	9,503,185	-	9,503,185
Other direct expense	-	987	4,506	563,767	1,086	564,853
Miscellaneous	364	20,018	66,235	162,513	1,484	163,997
In-kind	-	-	-	2,636,675	-	2,636,675
(Gain) Loss on disposal of assets	(5,585)	-	50,760	49,685	-	49,685
SUBTOTAL	1,455,860	158,879	1,843,216	36,972,158	1,822,409	38,794,567
Over applied indirect costs	-	-	9,449	9,449	(55,812)	(46,363)
Eliminations	-	-	-	(2,791,729)	-	(2,791,729)
TOTAL EXPENSES	\$ 1,455,860	\$ 158,879	\$ 1,852,665	\$ 34,189,878	\$ 1,766,597	\$ 35,956,475

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2016

EXPENSES	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
Payroll	\$ 4,393,675	\$ 1,008,896	\$ 2,465,911	\$ 1,495,775	\$ 185,433	\$ 61,599	\$ 911,371
Payroll taxes	457,034	92,208	230,637	152,666	21,425	6,530	94,200
Fringe benefits	1,017,685	142,446	381,606	292,939	8,905	8,215	186,659
Workers comp. insurance	98,563	10,512	7,610	12,840	1,983	201	26,662
Retirement benefits	242,908	88,027	133,881	91,134	6,104	3,364	55,155
Consultant and contractual	77,978	30,527	1,821,388	1,012,459	9,362	244	18,604
Travel and transportation	94,819	27,683	67,837	36,691	712	2,815	47,311
Conferences and meetings	1,800	28,508	468	9,868	-	-	5,831
Occupancy	471,873	50,009	752,749	122,768	16,292	1,018	79,861
Advertising	9,686	85	13,877	100	75	-	925
Supplies	224,072	18,667	32,442	61,730	6,908	824	77,550
Equip. rentals and maintenance	49,560	1,883	14,661	20,747	3,147	-	11,866
Insurance	14,508	32,136	7,139	10,311	-	-	5,898
Telephone	77,510	18,872	53,133	30,636	1,628	654	44,349
Postage	5,672	826	1,956	34,457	98	49	4,103
Printing and publications	5,307	2,541	-	654	815	-	-
Subscriptions	-	1,636	-	60	-	-	-
Program support	-	16,028	-	-	7,913	-	-
Interest	12,879	-	-	-	-	-	-
Depreciation	35,687	2,708	7,442	12,740	5,621	-	2,146
Assistance to clients	11,922	-	1,402,885	6,940,422	1,996	97,713	488,308
Other direct expense	222,179	10,004	94,866	10,187	-	99	332,467
Miscellaneous	66,817	263	266	1,621	15,183	49	7,288
In-kind	2,173,671	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	9,765,805	1,584,465	7,490,754	10,350,805	293,600	183,374	2,400,554
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(2,173,671)	-	-	-	-	-	-
TOTAL EXPENSES	\$ 7,592,134	\$ 1,584,465	\$ 7,490,754	\$ 10,350,805	\$ 293,600	\$ 183,374	\$ 2,400,554

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
 FOR THE YEAR ENDED JULY 31, 2016

EXPENSES	Program Services				Support	Total
	Special Projects	Volunteer Services	SNHS		Management and General	
			Management Corporation	Total Program Services		
Payroll	\$ 57,216	\$ 69,159	\$ 294,401	\$ 10,943,436	\$ 1,164,602	\$ 12,108,038
Payroll taxes	6,332	6,670	28,695	1,096,397	97,248	1,193,645
Fringe benefits	5,600	14,078	70,574	2,128,707	134,933	2,263,640
Workers comp. insurance	2,248	218	5,651	166,488	6,100	172,588
Retirement benefits	3,574	4,322	23,526	651,995	104,995	756,990
Consultant and contractual	1,291,754	325	113,953	4,376,594	78,564	4,455,158
Travel and transportation	3,621	2,590	72,154	356,233	14,023	370,256
Conferences and meetings	1,744	270	42,765	91,254	253	91,507
Occupancy	13,844	-	229,243	1,737,657	25,306	1,762,963
Advertising	690	2,463	408	28,309	-	28,309
Supplies	1,569	4,564	12,679	441,005	41,213	482,218
Equip. rentals and maintenance	271	292	12,532	114,959	1,578	116,537
Insurance	-	1,169	19,709	90,870	10,412	101,282
Telephone	2,887	2,447	10,053	242,169	10,850	253,019
Postage	62	582	977	48,782	18,062	66,844
Printing and publications	-	130	466	9,913	-	9,913
Subscriptions	-	-	40	1,736	-	1,736
Program support	4,053	-	35,563	63,557	-	63,557
Interest	-	-	34,555	47,434	-	47,434
Depreciation	699	-	271,369	338,412	536	338,948
Assistance to clients	16,920	-	34,988	8,995,154	-	8,995,154
Other direct expense	3,600	2,282	1,250	676,934	1,102	678,036
Miscellaneous	722	13,751	34,916	140,876	989	141,865
In-kind	-	-	-	2,173,671	-	2,173,671
Loss on disposal of assets	-	-	-	-	-	-
SUBTOTAL	1,417,406	125,312	1,350,467	34,962,542	1,710,766	36,673,308
Over applied indirect costs	-	-	10,208	10,208	212,575	222,783
Eliminations	-	-	-	(2,173,671)	-	(2,173,671)
TOTAL EXPENSES	\$ 1,417,406	\$ 125,312	\$ 1,360,675	\$ 32,799,079	\$ 1,923,341	\$ 34,722,420

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	<u>\$ 2,058,180</u>	<u>\$ 2,232,944</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	417,119	338,948
Gain on disposal of assets	49,685	-
Donation of low-income housing projects	-	(833,080)
Unrealized (gain) loss on investments	(761,151)	195,356
(Increase) decrease operating assets:		
Contracts receivable (net)	(375,606)	(286,476)
Accounts receivable (net)	46,049	355,656
Prepaid expenses	32,691	(50,334)
Under applied overhead	(46,766)	222,787
Increase (decrease) in operating liabilities:		
Accounts payable	(72,629)	101,906
Accrued payroll and payroll taxes	355,379	(11,712)
Accrued comp. absences	(172,122)	(148,628)
Accrued other liabilities	135,595	(161,252)
Refundable advances	(178,620)	(48,247)
Tenant security deposits	6,051	(2,396)
Total adjustments	<u>(564,325)</u>	<u>(327,472)</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>1,493,855</u>	<u>1,905,472</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(290,188)	(1,795,586)
Proceeds from sale of fixed assets	19,085	-
Purchase of investments, reinvested dividends, and capital gains	(1,261,528)	(304,954)
Deposit to restricted cash accounts	(20,987)	(152,559)
Cash received on acquisition of housing projects	-	452,033
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(1,553,618)</u>	<u>(1,801,066)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	<u>(107,934)</u>	<u>(100,091)</u>
CHANGE IN CASH AND CASH EQUIVALENTS	<u>(167,697)</u>	<u>4,315</u>
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>6,057,093</u>	<u>6,052,778</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 5,889,396</u>	<u>\$ 6,057,093</u>

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)
 FOR THE YEARS ENDED JULY 31, 2017 AND 2016

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

	<i>2017</i>	<i>2016</i>
Cash paid during the year for interest	\$ 51,381	\$ 47,434
Noncash investing and financing activities:		
Acquisition of low-income housing projects:		
Other current assets	\$ -	\$ 7,812
Property and equipment	-	1,955,100
Current liabilities	-	(56,739)
Notes payable	-	(1,387,571)
Previous equity investment	-	(137,555)
Equity acquired	-	(833,080)
	-	(452,033)
Cash received on acquisition	-	452,033
	\$ -	\$ -

See independent auditor's report and accompanying notes to the financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

JULY 31, 2017 AND 2016

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. (SNHS) is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing and homelessness prevention. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted net assets - Unrestricted net assets of the Organization are net assets that are neither permanently restricted nor temporarily restricted by donor-imposed restrictions.

Temporarily restricted net assets - Temporarily restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations.

Permanently restricted net assets - Permanently restricted net assets are net assets resulting from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization.

The Organization has no temporarily restricted or permanently restricted net assets at July 31, 2017 and 2016.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2017 AND 2016

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Current Vulnerabilities Due to Certain Concentrations

The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to \$250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at this time.

Accounts and Contracts Receivable

All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2017 and 2016.

Revenue Recognition

The Organization's revenue is recognized primarily from federal and state grants and contracts generally structured as reimbursed contracts for services and therefore revenue is recognized based on when their individual allowable budgeted expenditures occur. Federal and state grant revenue comprised approximately 89% of total revenue in the fiscal years ended July 31, 2017 and 2016.

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2017 and 2016 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fixed Assets

Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of \$5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2017 and 2016 was \$417,119 and \$338,948, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising

The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Functional Allocation of Expenses

The costs associated with providing program services and management and general support services are presented by natural classification on the combined statement of functional expenses and have been summarized on a functional basis on the combined statements of activities.

Subsequent Events

Management has made an evaluation of subsequent events through January 19, 2018, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

Reclassifications

Certain reclassifications have been made to the 2016 combined financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversight agencies before withdrawal and use of these funds can occur.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2017 AND 2016

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2017 and 2016.

Mutual Funds: Valued at the closing price reported on the active market on which the individual securities are traded.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2017 and 2016:

	<u>2017</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$8,375,305</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$8,375,305</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

	<u>2016</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$6,352,626</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,352,626</u>

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2017</u>			<u>2016</u>		
	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Unrealized Gains</u>
Mutual Funds	<u>\$6,268,825</u>	<u>\$8,375,305</u>	<u>\$2,106,480</u>	<u>\$5,007,298</u>	<u>\$6,352,626</u>	<u>\$1,345,328</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2017</u>	<u>2016</u>
Fair Value – Beginning of Year	<u>\$6,352,626</u>	\$6,243,028
Dividends and Capital Gains	<u>261,528</u>	304,954
Purchases	<u>1,000,000</u>	-
Unrealized Gains (Losses)	<u>761,151</u>	<u>(195,356)</u>
Fair Value – End of Year	<u>\$8,375,305</u>	<u>\$6,352,626</u>

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2017</u>	<u>2016</u>
<u>SNHS, Inc.</u>		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of \$11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to write off this debt.	<u>\$ 11,275</u>	<u>\$ 11,275</u>
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of \$1,833 plus interest through 2020. Interest is at 4.000%.	<u>282,669</u>	<u>304,669</u>
<u>Subtotal</u>	<u>\$ 293,944</u>	<u>\$ 315,944</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2017</u>	<u>2016</u>
<u>Subtotal Carried Forward</u>	<u>\$ 293,944</u>	<u>\$ 315,944</u>
<u>SNHS Management Corporation</u>		
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Epping, NH, payable in monthly installments of \$1,084 including interest through 2042. Interest is at 3.500%.	212,084	217,571
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	900,000	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	20,000	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 30 years. Interest is at 10.000%, forgiven annually.	250,000	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low income housing for 40 years. Interest is at 0.000%.	170,000	170,000
Mortgage payable to bank secured by real estate located on Silver St., Manchester, NH, payable in monthly installments of \$2,619 including interest through 2019. Interest is at 3.750%.	45,872	74,954
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of \$2,613 plus interest through 2021. Interest is at 3.982% and 3.246% at July 31, 2017 and 2016.	120,200	151,556
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located in Derry, NH, payable in monthly installments of \$3,715 including interest through 2031. Interest is at 5.500%.	<u>439,455</u>	<u>459,464</u>
	<u>2,451,555</u>	<u>2,559,489</u>
Less: Current Portion	<u>121,437</u>	<u>119,080</u>
Long-term debt, net of current portion	<u>\$ 2,330,118</u>	<u>\$ 2,440,409</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities of long-term debt are as follows:

2018		\$ 121,437
2019		97,017
2020		82,794
2021		273,770
2022		32,586
Thereafter		<u>1,843,951</u>
Total		<u>\$ 2,451,555</u>

NOTE 6: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2017 and 2016 equaled \$678,755 and \$741,027, respectively. The leases expire at various times through October 2020. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2017:

2018		\$ 561,286
2019		295,725
2020		35,267
2021		<u>8,881</u>
Total		<u>\$ 901,159</u>

NOTE 7: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 5% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2017 and 2016 was \$763,595 and \$756,990, respectively.

NOTE 8: RISKS AND UNCERTAINTIES

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules, and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES

The Organization receives contract funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded \$1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFa, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of \$800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2017 and 2016. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The current unforgiven principal amount at July 31, 2017 and 2016 is \$680,000 and \$720,000, respectively. The note repayment is accelerated if the units fall out of compliance.

J. Brown Homestead Property

On July 1, 2011, Rockingham Community Acton (RCA) was acquired by SNHS. As part of this merger, SNHS assumed all the assets, liabilities and obligations of RCA which included the J. Brown Homestead Property.

The J. Brown Homestead Property was conveyed to RCA in 1999 by the Town of Raymond for \$1 and a mortgage lien of \$604,418. The property contains four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations. The Town of Raymond included a requirement that the property be used for a social service center for a period of 20 years, called the benefit period, after which this requirement terminates.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2017 AND 2016

NOTE 9: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

J. Brown Homestead Property (Continued)

In the event that SNHS sells or otherwise conveys the property within the benefit period, the remaining lien will be either paid from the proceeds of the sale or remain with the land to any subsequent purchaser for the remaining benefit period.

This mortgage lien has no scheduled principal or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2017 and 2016 is \$90,663 and \$120,884, respectively. SNHS has no plans to sell or transfer this property. Therefore, the contingent mortgage lien liability has not been included in the financial statements.

NOTE 10: ACQUISITIONS OF LOW-INCOME HOUSING PROJECTS

During 2016, SNHS Management Corporation acquired J.B. Milette Limited Partnership (Milette Manor), located in Nashua, NH and Epping Senior Housing Associates Limited Partnership (Whispering Pines), located in Epping, NH. SNHS Management Corporation obtained the project operations and assumed all assets, liabilities, debt and equity for both projects at fair market value. The acquisition and allocation of both projects was as follows:

	<u>Milette Manor</u>	<u>Whispering Pines II</u>	<u>Total</u>
Cash	\$ 264,763	\$ 187,270	\$ 452,033
Other Current Assets	-	7,812	7,812
Property and Equipment	1,238,400	716,700	1,955,100
Current Liabilities	(16,148)	(40,591)	(56,739)
Notes Payable	(1,170,000)	(217,571)	(1,387,571)
Previous Equity Investment	-	(137,555)	(137,555)
Equity Acquired (Contribution)	<u>(317,015)</u>	<u>(516,065)</u>	<u>(833,080)</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the year ended July 31, 2017, and have issued our report thereon dated January 19, 2018, which contained an unmodified opinion on those combined financial statements. Our audit was performed for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 20-21), schedules of revenues and expenses – by contract (pages 23-37), required by the State of New Hampshire Governor's Office of Energy and Community Services and the financial statements and financial information for Whispering Pines II (pages 28-33), required by the New Hampshire Housing Finance Authority are presented for the purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

January 19, 2018
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2017

	SNHS Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 335,605	\$ 5,553,791	\$ 5,889,396	\$ -	\$ 5,889,396
Investments	-	8,375,305	8,375,305	-	8,375,305
Contracts receivable	3,739,387	51,437	3,790,824	-	3,790,824
Accounts receivable	-	590,607	590,607	-	590,607
Prepaid expenses	44,626	30,784	75,410	-	75,410
Under applied overhead	113,924	-	113,924	-	113,924
Due from other corporations	1,039,956	(778,251)	261,705	(261,705)	-
Total current assets	<u>5,273,498</u>	<u>13,823,673</u>	<u>19,097,171</u>	<u>(261,705)</u>	<u>18,835,466</u>
FIXED ASSETS					
Land	219,849	2,093,934	2,313,783	-	2,313,783
Buildings and improvements	1,521,873	8,908,034	10,429,907	-	10,429,907
Vehicles and equipment	949,133	336,138	1,285,271	-	1,285,271
Total fixed assets	<u>2,690,855</u>	<u>11,338,106</u>	<u>14,028,961</u>	<u>-</u>	<u>14,028,961</u>
Less - accumulated depreciation	1,309,546	3,410,941	4,720,487	-	4,720,487
Net fixed assets	<u>1,381,309</u>	<u>7,927,165</u>	<u>9,308,474</u>	<u>-</u>	<u>9,308,474</u>
OTHER ASSETS					
Restricted cash	28,547	182,641	211,188	-	211,188
Total other assets	<u>28,547</u>	<u>182,641</u>	<u>211,188</u>	<u>-</u>	<u>211,188</u>
TOTAL ASSETS	<u>\$ 6,683,354</u>	<u>\$ 21,933,479</u>	<u>\$ 28,616,833</u>	<u>\$ (261,705)</u>	<u>\$ 28,355,128</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 88,162	\$ 121,437	\$ -	\$ 121,437
Accounts payable	450,451	21,264	471,715	-	471,715
Accrued payroll and payroll taxes	533,976	796,392	1,330,368	-	1,330,368
Accrued compensated absences	-	326,281	326,281	-	326,281
Accrued other liabilities	325,291	22,041	347,332	-	347,332
Refundable advances	1,126,910	10,778	1,137,688	-	1,137,688
Tenant security deposits	26,764	41,941	68,705	-	68,705
Due to other corporations	141,531	120,174	261,705	(261,705)	-
Total current liabilities	<u>2,638,198</u>	<u>1,427,033</u>	<u>4,065,231</u>	<u>(261,705)</u>	<u>3,803,526</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	260,669	2,069,449	2,330,118	-	2,330,118
Total long-term liabilities	<u>260,669</u>	<u>2,069,449</u>	<u>2,330,118</u>	<u>-</u>	<u>2,330,118</u>
TOTAL LIABILITIES	<u>2,898,867</u>	<u>3,496,482</u>	<u>6,395,349</u>	<u>(261,705)</u>	<u>6,133,644</u>
NET ASSETS					
Unrestricted	3,784,487	18,436,997	22,221,484	-	22,221,484
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,683,354</u>	<u>\$ 21,933,479</u>	<u>\$ 28,616,833</u>	<u>\$ (261,705)</u>	<u>\$ 28,355,128</u>

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2017

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,858,322	\$ -	\$ 33,858,322	\$ (17,846)	\$ 33,840,476
Program service fees	69,055	942,918	1,011,973	-	1,011,973
Local funding	70,621	281,997	352,618	-	352,618
Rental income	-	945,056	945,056	-	945,056
Gifts and contributions	200,015	7,957	207,972	-	207,972
Interest Income	123	262,135	262,258	-	262,258
Unrealized gain on investments	-	761,151	761,151	-	761,151
In-kind	2,636,675	-	2,636,675	(2,636,675)	-
Miscellaneous	461,017	309,342	770,359	(137,208)	633,151
TOTAL REVENUES, GAINS AND OTHER SUPPORT	37,295,828	3,510,556	40,806,384	(2,791,729)	38,014,655
EXPENSES					
Program services:					
Child Development	10,381,006	-	10,381,006	(2,682,171)	7,698,835
Community Services	1,533,456	-	1,533,456	(29,174)	1,504,282
Economic and Workforce Dev.	8,594,004	-	8,594,004	(44,196)	8,549,808
Energy	10,081,290	-	10,081,290	(28,328)	10,052,962
Language and Literacy	344,985	-	344,985	-	344,985
Housing and Homeless	181,366	-	181,366	-	181,366
Nutrition and Health	2,398,096	-	2,398,096	(7,860)	2,390,236
Special Projects	1,455,860	-	1,455,860	-	1,455,860
Volunteer Services	158,879	-	158,879	-	158,879
SNHS Management Corporation	-	1,852,665	1,852,665	-	1,852,665
Total program services	35,128,942	1,852,665	36,981,607	(2,791,729)	34,189,878
Support services:					
Management and general	1,766,597	-	1,766,597	-	1,766,597
TOTAL EXPENSES	36,895,539	1,852,665	38,748,204	(2,791,729)	35,956,475
CHANGE IN NET ASSETS	400,289	1,657,891	2,058,180	-	2,058,180
NET ASSETS - BEGINNING OF YEAR	3,384,198	16,779,106	20,163,304	-	20,163,304
NET ASSETS - END OF YEAR	\$ 3,784,487	\$ 18,436,997	\$ 22,221,484	\$ -	\$ 22,221,484

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services
 Headstart Program
 For the Period
 August 1, 2016 to July 31, 2017
 Fund # 305

REVENUES

Program funding	\$ 4,452,394
Other revenue	4,921
In-kind	1,915,753
Allocated corporate unrestricted revenue	<u>(17,027)</u>
Total revenue	<u>6,356,041</u>

EXPENSES

Payroll	2,393,793
Payroll taxes	230,832
Fringe benefits	607,361
Workers comp. insurance	70,562
Retirement benefits	134,653
Consultant and contractual	23,822
Travel and transportation	38,739
Conference and meetings	2,400
Occupancy	228,393
Advertising	1,254
Supplies	203,327
Equip. rentals and maintenance	5,412
Insurance	12,071
Telephone	30,217
Postage	1,795
Printing and publications	4,008
Depreciation	7,769
Assistance to clients	7,800
Other direct expense	55,456
Miscellaneous	12,369
In-kind	1,915,753
Administrative costs	<u>368,255</u>
Total expenses	<u>6,356,041</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services

LIHEAP Program

For the Period

October 1, 2016 to July 31, 2017

Fund # 630-16

REVENUES

Program funding	\$ 6,883,585
Other revenue	41
Allocated corporate unrestricted revenue	(21,431)
Total revenue	6,862,195

EXPENSES

Payroll	333,790
Payroll taxes	32,569
Fringe benefits	68,191
Workers comp. insurance	1,037
Retirement benefits	17,400
Consultant and contractual	22,085
Travel and transportation	8,809
Conference and meetings	1,244
Occupancy	45,731
Advertising	988
Supplies	3,936
Equip. rentals and maintenance	2,837
Insurance	908
Telephone	7,587
Postage	18,453
Program support	26,346
Depreciation	6,684
Assistance to clients	6,211,188
Other direct expense	34
Miscellaneous	651
Administrative costs	51,727
Total expenses	6,862,195

Excess of expenses over revenue	\$ -
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services

LIHEAP Program

For the Period

August 1, 2016 to September 30, 2016

Fund # 630-15

REVENUES

Program funding	\$ 131,336
Total revenue	<u>131,336</u>

EXPENSES

Payroll	61,389
Payroll taxes	5,139
Fringe benefits	13,828
Workers comp. insurance	286
Retirement benefits	3,921
Consultant and contractual	5,406
Travel and transportation	709
Occupancy	7,542
Advertising	50
Supplies	23,277
Equip. rentals and maintenance	608
Insurance	479
Telephone	2,003
Postage	729
Printing and publications	170
Assistance to clients	3,629
Other direct expense	341
Miscellaneous	203
Administrative costs	10,918
Total expenses	<u>140,627</u>
Excess of expenses over revenue	<u>\$ (9,291)</u>

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

State of NH Governor's Office of Energy & Community Services

Early Headstart Program

For the Period

August 1, 2016 to July 31, 2017

Fund # 300

REVENUES

Program funding	\$ 1,323,396
Other revenue	5,363
In-kind	419,311
Allocated corporate unrestricted revenue	<u>(228)</u>
Total revenue	<u>1,747,842</u>

EXPENSES

Payroll	685,785
Payroll taxes	62,762
Fringe benefits	146,225
Workers comp. insurance	20,358
Retirement benefits	37,154
Consultant and contractual	3,845
Travel and transportation	5,788
Occupancy	112,342
Advertising	630
Supplies	52,143
Equip. rentals and maintenance	1,721
Insurance	2,520
Telephone	12,192
Postage	73
Printing and publications	1,766
Interest	11,952
Depreciation	25,036
Other direct expense	32,724
Miscellaneous	4,868
In-kind	419,311
Administrative costs	<u>108,647</u>
Total expenses	<u>1,747,842</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2017

Electric Energy Assistance

For the Period

August 1, 2016 to July 31, 2017

Fund # 665

REVENUES

Other revenue	\$ 786,345
Allocated corporate unrestricted revenue	-
Total revenue	<u>786,345</u>

EXPENSES

Payroll	433,601
Payroll taxes	40,880
Fringe benefits	90,072
Workers comp. insurance	1,427
Retirement benefits	20,840
Consultant and contractual	23,570
Travel and transportation	4,384
Occupancy	53,786
Supplies	26,540
Equip. rentals and maintenance	3,220
Insurance	1,215
Telephone	9,222
Postage	11,874
Printing and publications	170
Depreciation	422
Other direct expense	374
Miscellaneous	395
Administrative costs	64,353
Total expenses	<u>786,345</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENT OF FINANCIAL POSITION

JULY 31, 2017

<i>ASSETS</i>	
CURRENT ASSETS	
Cash - Operations	\$ 57,663
Tenant Accounts Receivable	30
Prepaid Expenses	7,199
Total Current Assets	64,892
DEPOSITS HELD IN TRUST, FUNDED	
Tenant Security Deposits	13,112
RESTRICTED DEPOSITS AND FUNDED RESERVES	
Replacement Reserve	44,245
Operating Reserve	76,172
Tax Escrow	6,345
Insurance Escrow	4,685
Total Restricted Deposits and Funded Reserves	131,447
RENTAL PROPERTY	
Land	166,600
Building and Building Improvements	550,100
Total Rental Property	716,700
Less Accumulated Depreciation	13,752
Net Rental Property	702,948
TOTAL ASSETS	\$ 912,399
 <i>LIABILITIES AND NET ASSETS</i> 	
CURRENT LIABILITIES	
Current Portion of Mortgage Loan Payable	\$ 5,684
Accounts Payable	2,929
Accrued Expenses	7,247
Total Current Liabilities	15,860
DEPOSIT LIABILITIES	
Tenant Security Deposit Liability	13,112
LONG-TERM LIABILITIES	
Due to Affiliate	42,422
Mortgage Loan Payable, Net of Current Portion	206,400
Total Long-Term Liabilities	248,822
Total Liabilities	277,794
NET ASSETS	634,605
TOTAL LIABILITIES AND NET ASSETS	\$ 912,399

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JULY 31, 2017

RENTAL OPERATIONS

Income

Tenant Rental Income	\$ 170,570
Laundry Income	2,470
Other Income	4,389
Interest Income - Unrestricted	29
Interest Income - Restricted	233
Total Income	<u>177,691</u>

Expenses (See Schedule)

Administrative	29,763
Utilities	35,189
Maintenance	78,563
Depreciation	13,753
Interest - NHHFA Mortgage Note	7,529
General Expenses	20,121
Total Expenses	<u>184,918</u>

CHANGE IN NET ASSETS (7,227)

NET ASSETS - BEGINNING OF YEAR 641,832

NET ASSETS - END OF YEAR \$ 634,605

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RENTAL OPERATIONS EXPENSES

FOR THE YEAR ENDED JULY 31, 2017

EXPENSES:

Administrative

Advertising	\$ 17
Management Fees	14,400
Salaries and Wages	489
Fringe Benefits	76
Audit and Accounting Expense	6,100
Legal Expenses	2,752
Telephone	2,595
Other Administrative Expense	3,334
TOTAL ADMINISTRATIVE EXPENSE	<u>29,763</u>

Utilities

Electricity	20,405
Fuel	7,094
Water and Sewer	7,415
Other Utility Expense	275
TOTAL UTILITY EXPENSE	<u>35,189</u>

Maintenance

Custodial Supplies	378
Trash Removal	4,323
Snow Removal	18,270
Grounds/Landscaping	-
Elevator Repairs and Contract	2,308
Repairs (Materials)	29,284
Repairs (Contract)	24,000
TOTAL MAINTENANCE EXPENSE	<u>78,563</u>

Depreciation

13,753

Interest - NHHFA Mortgage Note

7,529

General Expenses

Real Estate Taxes	14,768
Payroll Taxes	46
Workman's Compensation	26
Insurance	5,281
TOTAL GENERAL EXPENSES	<u>20,121</u>

TOTAL EXPENSES

\$ 184,918

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2017

SOURCE OF FUNDS

Rental Operations

Income

Tenant Paid Rent	\$ 150,496	
HAP Rent Subsidy	20,074	

<u>Total Rental Income</u>		<u>\$ 170,570</u>
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Service Income	2,470	
Interest Income	29	
Commercial Income	-	
Other Income	4,389	

<u>Total Rental Operations Receipts</u>		<u>177,458</u>
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Expenses

Administrative	29,180	
Utilities	35,189	
Maintenance	96,314	
Interest - NHHFA Mortgage Note	7,529	
Interest - Other Notes	-	
General	20,121	
Other	-	

<u>Total Rental Operations Disbursements</u>		<u>(188,333)</u>
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<u>Cash Provided by Rental Operations</u>		<u>(10,875)</u>
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<u>Amortization of Mortgage</u>	5,487	
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<u>Cash Provided by Rental Operations</u> <u>After Debt Service</u>		<u>(16,362)</u>
--	--	-----------------

OTHER RECEIPTS

<u>Due to Management Agent</u>	30,633	
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<u>Owner Advances</u>	-	
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<u>Transfer from Restricted Cash Reserves</u> <u>and Escrows</u>	31,650	
	-	

62,283

OTHER DISBURSEMENTS OR TRANSFERS

<u>Transfers to Restricted Cash Reserves</u> <u>and Escrows</u>	40,513	
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<u>Purchase of Fixed Assets</u>	-	
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<u>Repayment of Owner Advances</u>	-	
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<u>Other Partnership Expenses</u>	-	
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<u>Transfers to Tenant Security Deposit Account</u>	-	
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40,513

<u>Net Increase or (Decrease) in Project Account Cash</u>		<u>5,408</u>
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<u>Project Account Cash Balance at Beginning of Year</u>		<u>52,255</u>
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<u>Project Account Cash Balance at End of Year</u>		<u>57,663</u>
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Composition of Project Account Cash

<u>Balance at End of Year</u>		<u>57,663</u>
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Petty Cash

	-	
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Unrestricted Reserve (if applicable)

Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	

<u>Total Petty Cash and Unrestricted Reserves</u>		<u>-</u>
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Total Project Account Cash

<u>at End of Year</u>		<u>\$ 57,663</u>
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See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS
FOR THE YEAR ENDED JULY 31, 2017

<u>Description of Fund</u>	<u>Balance</u> <u>Beginning of</u> <u>Period</u>	<u>Deposits</u> <u>Transfers</u> <u>From</u> <u>Operations</u> <u>Account</u>	<u>Interest</u> <u>Earned</u>	<u>Withdrawals</u> <u>Transfers to</u> <u>Operations</u> <u>Account</u>	<u>Balance</u> <u>End of</u> <u>Period</u>
<u>Restricted Accounts:</u>					
Insurance Escrow	\$ 7,846	\$ 11,591	\$ 16	\$ 14,768	\$ 4,685
Tax Escrow	4,493	18,722	12	16,882	6,345
Replacement Reserve	33,972	10,200	73	-	44,245
Operating Reserve	76,040		132	-	76,172
Total Restricted Cash Reserves and Escrows	\$ 122,351	\$ 40,513	\$ 233	\$ 31,650	\$ 131,447

SCHEDULE OF SURPLUS CASH CALCULATION
JULY 31, 2017

NET LOSS	\$ (7,227)
ADD: DEPRECIATION	13,753
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	5,487
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	10,200
ADD/DEDUCT NHHFA APPROVED ITEMS Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	\$ (9,161)

See independent auditor's report on supplementary information

WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

FOR THE YEAR ENDED JULY 31, 2017

<u>YEAR</u>	<u>MAXIMUM ALLOWABLE DISTRIBUTION</u>	<u>DISTRIBUTION RECEIVED</u>	<u>BALANCE</u>
12/31/2001	\$ 243,855	\$ -	\$ 243,855
12/31/2002	\$ 243,855	\$ -	\$ 487,710
12/31/2003	\$ 243,855	\$ 5,895	\$ 725,671
12/31/2004	\$ 243,855	\$ 7,200	\$ 962,326
12/31/2005	\$ 243,855	\$ -	\$ 1,206,181
12/31/2006	\$ 243,855	\$ 6,120	\$ 1,443,916
12/31/2007	\$ 243,855	\$ -	\$ 1,687,772
12/31/2008	\$ 243,855	\$ -	\$ 1,931,627
12/31/2009	\$ 243,855	\$ -	\$ 2,175,482
12/31/2010	\$ 243,855	\$ -	\$ 2,419,337
12/31/2011	\$ 243,855	\$ -	\$ 2,663,193
12/31/2012	\$ 243,855	\$ -	\$ 2,907,048
12/31/2013	\$ 243,855	\$ 7,200	\$ 3,143,703
12/31/2014	\$ 243,855	\$ -	\$ 3,387,558
12/31/2015	\$ 243,855	\$ -	\$ 3,631,414
7/31/2016	\$ 142,249	\$ -	\$ 3,773,663
7/31/2017	\$ 243,855	\$ -	\$ 4,017,518

See independent auditor's report on supplementary information

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

PO Box 5040, Manchester, NH 03108 - (603)668-8010

The Community Action Agency for Hillsborough and Rockingham Counties

BOARD OF DIRECTORS ~ as of April 10 2018

Public Sector	Private Sector	Low-Income Sector	HS Policy Council
<p><u>Representing Manchester</u> Lou D'Allesandro*, Vice Chair</p> <p>German J. Ortiz</p> <p><u>Kevin Cavanaugh</u></p>	<p><u>Representing Manchester</u> Peter Ramsey Term 4/18- 9/21</p>	<p><u>Representing Manchester</u> James Brown 9/15-9/18</p> <p>Orville Kerr, Secretary Term 9/15-9/18</p>	<p>Vanessa Broadley Term Expires Nov. 2018</p>
<p><u>Representing Nashua</u> Kevin Moriarty, Treasurer</p>	<p><u>Representing Nashua</u> Dolores Bellavance, Chairman Term: 9/15-9/18</p> <p>Wayne R. Johnson Term: 9/15-9/18</p>	<p><u>Representing Nashua</u> Bonnie Henault Term: 9/17-9/20</p> <p>Shirley Pelletier Term: 9/17-9/20</p>	<p>* Financial Expertise **Early Childhood Education ***Attorney</p>
<p><u>Representing Towns</u> Thomas Mullins*</p>	<p><u>Representing Towns</u></p>	<p><u>Representing Towns</u> Deirdre O'Malley Term: 9/16-9/19</p>	
<p><u>Representing Rockingham County</u></p>	<p><u>Representing Rockingham County</u> Carrie Marshall Gross** Term: 9/17-9/20</p>	<p><u>Representing Rockingham County</u></p>	

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Eagle Scout Board of Review
- St. Joseph Hospital Board of Directors
- NH Tomorrow Leadership Council
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

Community/Civic Involvement- Past

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown
- Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

EXPERIENCE

Southern New Hampshire Services, Inc. **Manchester, NH**
(January 2016-Present)

Executive Director/CEO

- Agency development and oversight

City of Nashua, New Hampshire **Nashua, NH**
(2008-2016) - Elected

Mayor

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

Southern New Hampshire Services, Inc. **Manchester, NH**
(1993 – 2008)

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

City Streets Restaurant, (1986-1991) **Nashua, NH**
City Streets Diner, (2000 – 2003) **Nashua, NH**

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

Past Community/Civic Involvement Continued

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

ELECTED OFFICE

NH State Representative, Hillsborough County, District 30
(1984 – 2000)

Deputy Speaker of the NH House of Representatives
(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
 - Chairman Subcommittee on Offenders,
 - Space and Prison Programming
 - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

EDUCATION & TRAINING

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

RYAN CLOUTHIER



OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.



EXPERIENCE

Deputy Director | Southern New Hampshire Services Inc.

FEB. 2018-PRESENT

Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Deputy Director will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Executive Director and Fiscal Officer the Deputy Director provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.

2016 – 2018

Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.

2013 – 2016

Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unutil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.

2006-2013

Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.

2004 – 2006

Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity

2004 – 2006

Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's.

Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.



EDUCATION

2000 NH Community Technical College

1994-1998: Dover High School

Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.



SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.



ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
 - Controller in MFG & Distribution
 - Treasury and Cash Flow Management
 - Financial & Capital Budgeting, Reporting & Control
 - Cost Accounting Manager
 - General Accounting Manager
 - Business Performance Metric Establishment and Measurement
-

PROFESSIONAL EXPERIENCE

Southern New Hampshire Services, Manchester, NH

5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers \$36 million in program funds annually with over 450 employees.

Chief Fiscal Officer

1/2017 to Present

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant

5/2009-1/2017

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

WOOD STRUCTURES, INC. Biddeford, ME

2001-4/2009

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a \$70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller

2006-4/2009

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager

2001-2006

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME

1978-2001

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSEL VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of \$200 million and 1,400 employees.

Plant Cost Accounting Manager

1997-2001

Division General Accounting Manager

1995-1997

Division Operation Accountant

1989-1995

Division Fixed Asset Accountant

1987-1989

Master Engineering Technician

1984-1987

Lead Production Technician

1978-1984

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration

Southern New Hampshire Services
April 4, 2018

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donnalee Lozeau	Executive Director	180,100	-0-	-0-
Ryan Clouthier	Deputy Director	106,100	-0-	-0-
Jim Chaisson	CFO	122,400	-0-	-0-

15A mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

Jeffrey A. Meyers
Commissioner

Terry R. Smith
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 26, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to exercise a renewal option with Southern New Hampshire Services, Inc., 40 Pine Street, Manchester, NH 03301 (Vendor #177198) by increasing the Price Limitation by \$4,294,656.60 from \$18,276,763.24 to an amount not to exceed \$22,571,419.84, for the provision of staffing, employment and training services, and by extending the Completion Date for one year, from July 1, 2017 to June 30, 2018, effective upon the date of Governor and Executive Council approval. This agreement was originally approved by Governor and Executive Council on May 1, 2013 (Item #37B) and subsequently amended on April 22, 2015 (Item #14). 75% Federal Funds and 25% General Funds.

Funds to support this request are anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified without further approval from Governor and Executive Council.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVSC, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102-500731	Contracts for Prog Svs	TBD	\$4,567,197.26	\$0	\$4,567,197.26
2015	102-500731	Contracts for Prog Svs	TBD	\$4,737,031.70	\$0	\$4,737,031.70
2016	102-500731	Contracts for Prog Svs	TBD	\$4,398,240.75	\$0	\$4,398,240.75
2017	102-500731	Contracts for Prog Svs	TBD	\$4,574,293.53	\$0	\$4,574,293.53
2018	102-500731	Contracts for Prog Svs	TBD	\$0	\$4,294,656.60	\$4,294,656.60
			Total	\$18,276,763.24	\$4,294,656.60	\$22,571,419.84

EXPLANATION

The purpose of this amendment is to extend the Contract for one (1) year for the provision of staffing, employment and training services to individuals enrolled in New Hampshire Employment Program through the Temporary Assistance to Needy Families Program required by the New Hampshire Employment Program (NHEP) as defined in 45 CFR 261 - Ensuring That Recipients Work. The amount for the one-year Contract extension was reduced by \$250,000 from SFY 2017 to SFY 2018 due to decreased caseloads. This extension request is for one (1) year, and is for the purpose of allowing the program time to reprocur services. No additional extension will be requested. These services will be reprocured through a competitive bidding process prior to the expiration of this Amendment.

These services enhance an individual's ability to effectively prepare for, seek, obtain and retain unsubsidized employment to end dependence of needy parents on governmental programs, while continuing to establish relationships with public, private and community agencies that provide a variety of resources and services to low income individuals and families, with sensitivity to program participants who may have limited or no English proficiency, thereby requiring additional cultural and linguistically appropriate supports/services be provided that ensures equal access in all aspects of this Contract. It is expected that the contractor will provide the expertise, experience and knowledge necessary to establish the statewide community relationships that will enhance and increase the NHEP ability to move low-income individuals to financial independence through employment. The contractor will provide work activities which include job readiness, job search, community service program, work experience, job skills training directly related to employment, and On-the Job Training. Participants will acquire general skills, knowledge and work habits necessary to obtain and retain gainful employment, and obtain occupations in support of long term self-sufficiency. To meet the requirements of this Contract the contractor shall provide these services on a statewide basis to cover up to twelve (12) geographic locations, maintain a total staff of fifty-eight (58) full time and three (3) part time staff. Staff will have professional backgrounds, experience and expertise in the areas of employment, labor market information and training services with the ability to motivate and inspire participants to attain and achieve their identified occupational short and long-term career goals. Services will be provided to participants according to the State of New Hampshire calendar of business days, with hours of operation from 8:00 AM to 4:30 PM, Monday through Friday. All of the contractor's staff assigned to the New Hampshire Employment Program will have accountability to the Division of Family Assistance (DFA), Bureau Chief of Welfare to Work.

This vendor was selected through a competitive bid process, with the original contract allowing for up to four (4) years of renewal, of which, two (2) have been exercised.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, the Division of Family Assistance could face a federal penalty of between \$2 million dollars and \$4 million dollars in general funds for any year in which it does not meet federal welfare to work participation outcomes as defined in Federal Regulation 45 CFR 261.50 – Penalties Apply to States Related to Work Requirements. Federal penalties would negatively impact the citizens of New Hampshire by reducing the grant award, which would decrease the number of participants being served under these programs, and increasing the number of individuals remaining on public assistance.

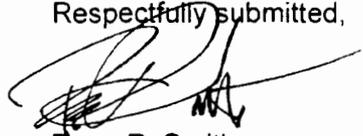
Area served: Statewide.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Source of Funds: 75% Federal Funds from US Department of Health and Human Services
Temporary Assistance for Needy Families; and 25% General Funds.

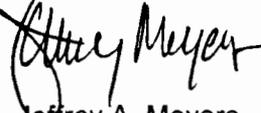
In the event that the Federal Funds become no longer available, General Funds will not be
requested to support this program.

Respectfully submitted,



Terry R. Smith
Director

Approved by:



Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Combined Services Program and New Hampshire Employment Program Staffing
Contract**

This 2nd Amendment to the Combined Services Program and New Hampshire Employment Program contract (hereinafter referred to as "Amendment #2") dated this, April 11, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at, 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 1, 2013, (Item #37B) and subsequently amended on April 22, 2015, (Item # 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, of the Agreement, and Exhibit C-1, the State may renew the contract by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for one (1) additional year and increase the price limitation; and

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

1. Amend Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2018
2. Amend Form P-37, General Provisions, Block 1.8, to increase Price Limitation, by \$4,294,656.60 from \$18,276,763.24 to read: \$22,571,419.84
3. Amend Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Jonathan V. Gallo, Esq
Interim Director of Contracts and Procurement
4. Amend Form P-37, General Provisions, Block 1.10, to read:
(603) 271-9246
5. Amend Exhibit B, Methods and Conditions Precedent to Payment, CONTRACT PERIOD, to read:
July 1, 2013 to June 30, 2018.
6. Add Exhibit B-3 – Amendment #2, Budget Forms SFY 2018.



**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing**

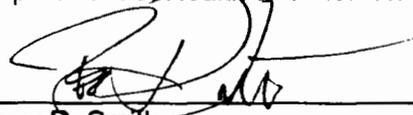
7. Add Exhibit B-4 – Amendment #2, Budget Forms SFY 2018
8. Delete Exhibit C, Certification of Compliance, in its entirety and replace with Exhibit C Amendment #2, Special Provisions.
9. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:
From 7/1/2013 to 6/30/2018
10. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
July 1, 2013 through June 30, 2018

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

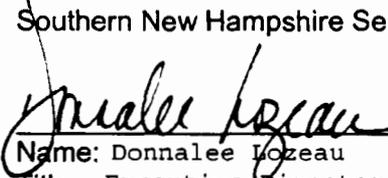
April 26, 2017
Date



Terry R. Smith
Director

Southern New Hampshire Services, Inc.

April 11-2017
Date

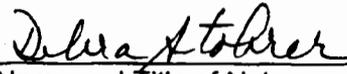


Name: Donnalee Lozeau
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on April 11, 2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace



Name and Title of Notary or Justice of the Peace

**DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020**



**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/3/17
Date

Name: Megan A. Yeador
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit B-3 Amendment #2
Budget Form SFY 2018**

New Hampshire Department of Health and Human Services							
Bidder/Program Name: <u>Southern New Hampshire Services, Inc. (SNHS)</u>							
Budget Request for: <u>NHEP Staffing Services (# 13-DFA-BWW-STAFF-03) Mod # 2</u>							
Budget Period: <u>July 1, 2017 through June 30, 2018 (SFY 2018)</u>							
1. Total Salary/Wages	\$	901,701.68	\$	-	\$	901,701.68	
2. Employee Benefits	\$	260,943.67	\$	-	\$	260,943.67	
3. Consultants	\$	-	\$	-	\$	-	
4. Equipment:	\$	6,500.00	\$	-	\$	6,500.00	
<i>Rental</i>	\$	-	\$	-	\$	-	
<i>Repair and Maintenance</i>	\$	500.00	\$	-	\$	500.00	
<i>Purchase/Depreciation</i>	\$	6,000.00	\$	-	\$	6,000.00	
5. Supplies:	\$	1,000.00	\$	-	\$	1,000.00	
<i>Educational</i>	\$	-	\$	-	\$	-	
<i>Medical</i>	\$	-	\$	-	\$	-	
<i>Office</i>	\$	1,000.00	\$	-	\$	1,000.00	
6. Travel	\$	18,400.00	\$	-	\$	18,400.00	
7. Occupancy	\$	-	\$	-	\$	-	
8. Current Expenses	\$	1,449.00	\$	-	\$	1,449.00	
<i>Telephone</i>	\$	1,400.00	\$	-	\$	1,400.00	
<i>Postage</i>	\$	49.00	\$	-	\$	49.00	
<i>Subscriptions</i>	\$	-	\$	-	\$	-	
<i>Audit and Legal</i>	\$	-	\$	-	\$	-	
<i>Insurance</i>	\$	-	\$	-	\$	-	
<i>Meeting Expenses</i>	\$	-	\$	-	\$	-	
9. Software	\$	-	\$	-	\$	-	
10. Marketing/Communications	\$	-	\$	-	\$	-	
11. Staff Education and Training	\$	4,000.00	\$	-	\$	4,000.00	
12. Subcontracts/Agreements	\$	-	\$	-	\$	-	
13. Other (specific details mandatory)	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	
Sub-Total Direct	\$	1,193,994.35			\$	1,193,994.35	
Sub-Total Indirect	\$	-	\$	108,653.49	\$	108,653.49	
TOTAL	\$	1,193,994.35	\$	108,653.49	\$	1,302,647.84	NOTE 1

Indirect As A Percent of Direct

9.1%

NOTE 1. Indirect Costs are largely administrative costs which include Executive, Administrative and Support staff whose duties are not assignable to a specific program (e.g., Executive Director, Fiscal Officer, Director or Operations, Accounting staff, Clerical staff and Human Resources manager). These costs encompass salaries, taxes, and fringe benefits of the latter plus the administrative portion of other expenses including travel, space and utilities, telephone, copying, consumable supplies and other contractual services. SFY 2018 Indirect Cost is lower than the previous SFY 2016-17 rate of 9.3%.

Contractor Initials 
Date 4/11/17

**Exhibit B-4 Amendment #2
Budget Form SFY 2018**

New Hampshire Department of Health and Human Services				
Bidder/Program Name: Southern New Hampshire Services, Inc.				
Budget Request for: NHEP Combined Service Program (# 13-DFA-BWW-CSP-05) Mod # 2				
Budget Period: July 1, 2017 through June 30, 2018 (SFY 2018)				
1. Total Salary/Wages				
	\$	1,320,055.66	\$	1,320,055.66
2. Employee Benefits				
	\$	426,041.17	\$	426,041.17
3. Consultants				
	\$	4,000.00	\$	4,000.00
4. Equipment:				
Rental	\$	-	\$	-
Repair and Maintenance	\$	15,800.00	\$	15,800.00
Purchase/Depreciation	\$	18,000.00	\$	18,000.00
5. Supplies:				
Educational	\$	29,572.50	\$	29,572.50
Medical	\$	-	\$	-
Office	\$	27,594.44	\$	27,594.44
6. Travel				
	\$	51,400.00	\$	51,400.00
7. Occupancy				
	\$	492,058.03	\$	492,058.03
8. Current Expenses				
Telephone	\$	27,711.00	\$	27,711.00
Postage	\$	1,197.87	\$	1,197.87
Subscriptions	\$	-	\$	-
Audit and Legal	\$	-	\$	-
Insurance	\$	7,670.00	\$	7,670.00
Meeting Expenses	\$	-	\$	-
9. Software				
	\$	11,220.00	\$	11,220.00
10. Marketing/Communications				
	\$	13,056.00	\$	13,056.00
11. Staff Education and Training				
	\$	4,000.00	\$	4,000.00
12. Subcontracts/Agreements				
	\$	264,236.57	\$	264,236.57
13. Other (specific details mandatory):				
	\$	-	\$	-
	\$	-	\$	-
Sub-Total Direct		\$ 2,713,613.24	\$ 2,713,613.24	
Sub-Total Indirect		\$ 278,395.62	\$ 278,395.62	Note 1
TOTAL		\$ 2,713,613.24	\$ 2,992,008.86	

Indirect As A Percent of Direct 10.3%

Note 1 - Indirect Costs are largely administrative costs which include Executive, Administrative and Support staff whose duties are not assignable to a specific program (e.g., Executive Director, Fiscal Officer, Director of Operations, Accounting staff, Clerical staff and Human Resources Manager). These costs encompass salaries, taxes, encompass salaries, taxes, and fringe benefits of the latter plus the administrative portion of other expenses including travel, space and utilities, telephone, copying, consumable supplies and other contractual services. Indirect costs will be shared with NH Community Action Agencies & MCRC involved in the operation and support of the Combined Service Programs in their service areas through subcontract with SNHS. Indirect Rate reflects consolidation of Indirect Rates for MCRC and the 5 Community Action Agencies providing services under the contract.

Note 2 - Number of FTEs reduced from 43.07 in SFY 2014-15 to 35.67 in SFY 2018-19. Budget includes a 3% annual wage increase.

Note 3 - Contains MCRC program expense, including staff wages & salaries.

DC
4/11/17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

SL
4/11/17



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

HC
4/11/19

New Hampshire Department of Health and Human Services
Exhibit C
Amendment #2



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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4/11/17



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION OF FAMILY ASSISTANCE

Nicholas A. Toumpas
 Commissioner

Terry R. Smith
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9474 1-800-852-3345 Ext. 9474
 FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 11, 2015 **B&C Approved**

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, NH 03301

Date 4/22/15
 Item # 14

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to exercise a renewal option to an existing agreement with Southern New Hampshire Services, Inc., 40 Pine Street, Manchester, NH 03301 (Vendor #177198), for the provision of staffing, employment and training services by increasing the price limitation by \$8,972,534.28 from \$9,304,228.96 to \$18,276,763.24, and extending the contract completion date from June 30, 2015 to June 30, 2017, effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreement on May 1, 2013 (Item #37B). 75% Federal Funds and 25% General Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Years 2016 and 2017 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years if needed and justified without further approval from the Governor and Executive Council.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVSC, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

SFY	Class/Object	Class Title	Amount
2014	102-500731	Contracts for Program Services	\$4,567,197.26
2015	102-500731	Contracts for Program Services	\$4,737,031.70
2016	102-500731	Contracts for Program Services	\$4,398,240.75
2017	102-500731	Contracts for Program Services	\$4,574,293.53
Total:			\$18,276,763.24

EXPLANATION

The purpose of this amendment is to renew contract services for the provision of employment, and training services to individuals enrolled in New Hampshire Employment Program through the Temporary Assistance to Needy Families Program required by the New Hampshire Employment Program as defined in 45 CFR 261 - Ensuring That Recipients Work. These services enhance an individual's ability to effectively prepare, seek, obtain and retain unsubsidized employment while continuing to establish relationships with public, private and community agencies that provide

resources and services to low income individuals and families with sensitivity to program participants who may have no or limited English proficiency, thereby requiring additional cultural and linguistically appropriate support.

The vendors for the Staffing Services and Combined Services Programs were selected through competitive bid process. The Request for Proposal #13-DFA-BWW-STAFF-03 was issued September 19, 2012 and #13-DFA-BWW-CSP-05 was issued on October 3, 2012. These Requests for Proposals were posted on the Department of Health and Human Services website and bidder's conferences were held. Two experienced evaluation teams, each consisting of three (3) Department of Health and Human Services employees with knowledge of the program requirements; knowledge of business and financial management; and an understanding of the State Revised Statutes Annotated, Administrative Rules and the Division of Family Assistance policy governing the operation of the New Hampshire Employment Program evaluated these proposals. Southern New Hampshire Services was the selected bidder for both the Staffing Services and the Combined Services Programs.

The Department is satisfied with the programs provided by Southern New Hampshire Services and is exercising the option to renew contracted services as outlined in Standard Exhibit C-1, Additional Special Provisions of the original contract.

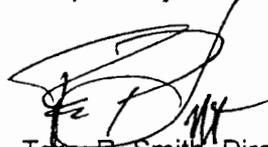
Should the Governor and Executive Council not approve this request, the Division of Family Assistance could face a federal penalty of between \$2 million dollars and \$4 million dollars for any year in which it does not meet federal welfare to work participation outcomes as defined in Federal Regulation 45 CFR 261.50 – Penalties Apply to States Related to Work Requirements. Federal penalties would negatively impact the citizens of New Hampshire.

Area served: Statewide.

Source of Funds: 75% Federal Funds, 25% General Funds.

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

Respectfully submitted,



Terry R. Smith, Director
Division of Family Assistance

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Combined Services Program and New Hampshire Employment Program
Staffing Contract**

This 1st Amendment to the Combined Services Program and New Hampshire Employment Program contract (hereinafter referred to as "Amendment #1") dated this, February 9, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 1, 2013 (item #37B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 1, the State may renew the contract for four (4) additional years by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract for two (2) additional years and increase the price limitation; and

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
June 30, 2017
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$18,276,763.24
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:
Eric D. Borrin
4. Form P-37, General Provisions, Item 1.10, to read:
(603) 271-9558
5. Delete Exhibit A, Scope of Services and replace with Exhibit A – Amendment #1, Scope of Services.
6. Exhibit B, Methods and Conditions Precedent to Payment, CONTRACT PERIOD, to read:
July 1, 2013 to June 30, 2017.
7. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph I, Subparagraph A, to read:
This contract is funded with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #92.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in the amount indicated in Form P-37, General Provisions, Item 1.8, Price Limitation.

Southern NH Services, Inc.

**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing**



8. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph I, Subparagraph B, to read:
Subject to the contractor's compliance with the terms and conditions of this Contract, and for services provided to eligible individuals, the Division of Family Assistance shall reimburse Southern New Hampshire Services up to the maximum total in Form P-37, General Provisions, Item 1.8, Price Limitation.
9. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph I, Subparagraph C, to read:
The total amount of all payments made to the contractor for costs and expenses incurred in the performance of the Combined Staffing and Combined Services Programs during the period July 1, 2013 through June 30, 2017 shall not exceed for P-37, General Provisions, Item 1.8, Price Limitation and shall be in accordance with SFY 14, SFY 15, SFY 16 and SFY 17 Budget Forms.
10. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph II, to read:
Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Add Exhibit B-1 - Amendment #1, Budget Forms SFY 2016.
12. Add Exhibit B-2 – Amendment #2, Budget Forms SFY 2017.
13. Delete Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
14. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, to read:
From 7/1/2013 to 6/30/2017
15. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
July 1, 2013 through June 30, 2017
16. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections. >



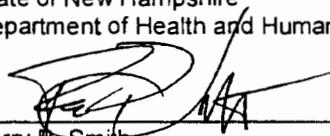
**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

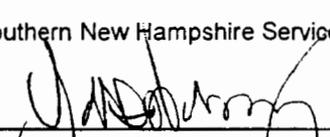
3/11/15
Date



Terry K. Smith
Director

Southern New Hampshire Services, Inc.

2-23-15
Date



Name: Gale F. Hennessy
Title: Executive Director

Acknowledgement:

State of New Hampshire, County of Hillsborough on February 23, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Diane P. Erikson, Executive Assistant
Name and Title of Notary or Justice of the Peace

DIANE P. ERIKSON, Notary Public
My Commission Expires May 23, 2019

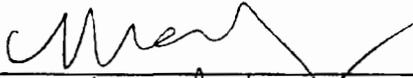
**New Hampshire Department of Health and Human Services
Combined Services Program and New Hampshire Employment Program Staffing**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 3/27/15


Name: Megan A. Yopch
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



**Standard Exhibit A – Amendment #1
Scope of Services**

Combined Staffing and CSP Scope of Service - #13-DFA-BWW-STAFF-03

I. General Terms and Conditions of Services

- A. All Community Action Agency employees operating under the provisions of this contract shall in addition to their own reporting requirements, report to the individual designated by the Commissioner of the Department of Health and Human Services who shall have authority for the Bureau of Welfare to Work (BWW).
- I. The individual identified by the Commissioner of the Department of Health and Human Services shall also be directly responsible for the operations of the New Hampshire Employment Program and shall have oversight of this contract and the performance measurements contained herein.
 - II. In accordance with RFP#13-DFA-BWW-STAFF-03 issued September 5, 2012, this contract may be extended for two (2) 2-year periods without further competitive bidding.
 1. Extension of this contract is contingent upon the satisfactory performance by the SNHS of all services required.
 2. Extension of this contract is further contingent upon approval by the New Hampshire Governor and Executive Council.
 - III. Under this New Hampshire Employment Program (NHEP) Staffing contract, the SNHS, Southern New Hampshire Services (SNHS), will provide services to participants who are eligible to receive Temporary Assistance for Needy Families (TANF). The contractor will:
 1. Provide management, direct service, and administrative staff to serve under the New Hampshire Employment Program (NHEP);
 2. Provide supervision of contract services and administrative staff to operate and support all aspects of central office and field office service delivery;
 3. Provide all NHEP team members and administrative staff with a cohesive link for Temporary Assistance for Needy Families (TANF) eligible participants to other needed services by establishing relationships with other public, private and community agencies and organizations that provide a variety of resources and services to low income individuals and families;
 4. All of the contractor staff will provide services to participants according to the State of New Hampshire calendar of business days. Hours of operation will be 8:00 AM to 4:30 PM, Monday through Friday. Only with the expressed permission of DFA Management, may any of the offices be closed early, and/or the hours of operation changed.
 5. Inherent in meeting the requirements of this contract is the ability of the contractor to bring to NHEP the expertise, experience and knowledge to established statewide community relationships that will

NH Department of Health and Human Services
Combined Services Contract



enhance and increase the NHEP ability to move low-income individuals to financial independence through employment.

6. The Division of Family Assistance (DFA) is the single State agency that administers NHEP and retains final authority on all policy matters and NHEP communications.
- IV. The contractor will be required to recruit and hire individuals with professional background, experience and expertise to provide the services required in this contract. This includes but is not limited to persons with proven knowledge and experience in the area of employment, labor market information and training services with the ability to motivate and inspire participants to attain and achieve their identified occupational short and long-term career goals. The contractor's staff hired for or assigned to NHEP shall have experience that demonstrates proficiency in teamwork, communication and interpersonal skills.
1. The contractor must provide staff assigned to this program that shall, at minimum, meet the following requirements:
 - a. Is of a sufficient number to deliver the contracted program services and continues to do so without interruption due to vacations, sickness, or vacancies. DFA reserves the right, as needed, to make adjustments in staff allocations and worksite assignments;
 - b. Each of the contractor's staff shall have a job title, and specified duties and responsibilities attached to program delivery, however, all contractor staff shall also demonstrate the versatility to be cross-trained in all areas of program position, functions and activities.
 - c. If in a full-time position, works thirty-seven (37) and one-half (1/2) hours per week;
 - d. The contractor's staff whose criminal background check does not reveal violations or convictions that could adversely affect the participants served under this program;
 - e. The contractor's staff that have read and signed a completed Statement of Confidentiality; and
 - f. Adhere to the DFA Code of Ethics.
- V. All of the contractor's staff assigned to the NHEP will have accountability to the DFA, Bureau Chief of Welfare to Work. In all matters of performance under this contract, the BWW Bureau Chief will have the highest level of authority and supervision.
- VI. The Bureau Chief of the DFA BWW, or his or her designee, reserves the right to participate in the contractor's hiring process and/or approve all of the contractor's staff that works under this contract.
- VII. All employees operating under the provisions of this contract shall, in addition to their own reporting requirements, report to the individual designated by the BWW Bureau Chief. DFA reserves the right to remove any contracted employee from the program for unsatisfactory services.

NH Department of Health and Human Services
Combined Services Contract



- VIII. Any sub-contracted staff shall be identified as such by the contractor, and shall meet or exceed the staffing requirements articulated herein. DFA reserves the right, with sixty-day (60) advanced notice, to disallow sub-contract use when the sub-contractor's handling of staffing concerns is not satisfactory to DFA.
- IX. The contractor is required to make every effort to fill vacancies within six (6) weeks of the date of vacancy but no longer than ten (10) weeks from the date of vacancy. The contractor will be required to arrange for program services to be maintained during periods when vacancies or extended absences occur, through replacement or reassignment of staff. In the case of an extended absence for more than six weeks, a replacement or a reassignment shall be made at the discretion of the BWW Bureau Chief, or his designees.
- X. The contractor will be required to develop Standard Job Descriptions (SJD's) for each of the contracted full or partial positions that are specific to the background, experience, expertise and job duties of that position. DFA shall have the right to review and make recommendations to these SJD's.
- XI. The contractor will provide and maintain staffing levels as follows:
1. Fifteen (15) Full Time Equivalent (FTE) front-line staff to serve as Employment Counselor Specialists (ECS) of the NH Employment Program interagency teams.
 - a. Full-time employment of ECS staff is thirty-seven (37) and one-half (1/2) hours per week.
 - b. Minimum qualifications for ECS staff will be:
 - i. Education: Bachelor's degree from an approved college or university with major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field; and
 - ii. Experience: One (1) year of experience as an ECS Trainee or three years in social work, counseling, family services, education, staff training, employee development, employment counseling, recruitment, or human resources; or
 - iii. Education: Associate's degree from an approved college or university with major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field; and
 - iv. Experience: Three (3) years of experience as an ESC Trainee or five (5) years in social work, counseling, family services, education, staff training, employee development, employment counseling, recruitment, or human resources.
 - v. A combination of education and experience - that demonstrates an ability to fulfill the duties of an ESC.
 - vi. This position reports directly to the Field Support Manager (FSM) with programmatic oversight by the NHEP Administrator.

NH Department of Health and Human Services
Combined Services Contract



- c. Duties of the ECS staff include:
- i. Provide group and one-on-one employment counseling to NHEP participants and conduct presentations at orientation sessions;
 - ii. Assess and evaluate an NHEP participant's work experience, education, aptitudes, interests, and personal characteristics to develop and write an employability plan with the participant and determine the degree of physical, social and emotional limitations to help the participant identify, understand and overcome barriers to employment;
 - iii. Provide employment focused case management services;
 - iv. Determine appropriate NHEP activities, including contracted services and referral to Workforce Investment Act (WIA) services as appropriate;
 - v. Authorize NHEP program and support services;
 - vi. Monitor employability plans and provide case management services while the participant is eligible for NHEP and for the extended case management period after the closing of cash assistance;
 - vii. Apply the policy and procedures of the NHEP program as contained in the Precision Case Management- Field Workers Guide, training manual, policy releases, DFA Family Assistance Manual and clarifying memos;
 - viii. Attend training to maintain level of competency and expertise in policy and skills needed to effectively implement NHEP policy; keep abreast of local employment and training opportunities, labor market conditions, tools and resources; and become proficient in the use of the New HEIGHTS computer system.
 - ix. Develop and maintain ongoing working relationships with local and state agencies, community organizations, and employers to develop child care and transportation arrangements, activities supporting employment, support services and employment and training opportunities;
 - x. Enter all NHEP activity information on the New HEIGHTS System in a timely manner;
 - xi. Support NHEP goals, objectives and team concept, and work collaboratively with other team members in the delivery of employment, training, barrier resolution, education, job preparation and support services; and
 - xii. Other duties as assigned by the Field Support Manager, NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.

NH Department of Health and Human Services
Combined Services Contract



- xiii. NHEP ECS' will refer participants for participation in approved Federal activities. Depending on participant need, program requirements and necessary federal participation hours required for participants to be in compliance, participants can engage in any and all activities for the required number of hours allowed per federal law at 42 USC 607, (c).
2. One (1) Full-time employment Field Support Manager. FSM staff will work thirty-seven (37) and one-half (1/2) hours per week.
 3. Minimum qualifications for FSM staff will be:
 - a. Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling or behavioral science; and
 - b. Six (6) years experience as a social worker or counselor in a public or private social service agency with three (3) years in a supervisory or management level position; or
 - c. A combination of education and experience that demonstrates an ability to fulfill the duties of a Field Support Manager.
 - d. This position reports directly to the NHEP Administrator with programmatic oversight by the Bureau Chief of Welfare to Work.
 4. The duties of the Field Support Manager (FSM) are to:
 - a. Communicate NHEP performance goals, standards and expectations to NHEP teams and supervisors;
 - b. Ensure correct application of NHEP policies and procedures;
 - c. Review individual and team performance and initiate corrective action to meet performance measures;
 - d. Provide policy support and clarification to local NHEP teams;
 - e. Provide assistance and resources as needed for fair hearings;
 - f. Provide systems support to assure that New HEIGHTS procedures, work-around(s), changes, and updates are communicated to teams;
 - g. Consult with NHEP/New HEIGHTS Help Desk, and/or Bridges contact person, and/or Bureau of Data Management, and/or Child Development Unit;
 - h. Present to Program Administrators for discussion and clarification issues raised by the NHEP Local Teams;
 - i. Conduct performance evaluations for SNHS ECSs and other SNHS staff assigned to DFA State Office;
 - j. Act as the liaison when conducting, coordinating and facilitating communication meetings between NHEP and its contractor; and
 - k. Other duties as assigned by the NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.

NH Department of Health and Human Services
Combined Services Contract



5. One (1) FTE to serve as BWW Operations Specialist (BWW- OS). Full-time employment of BWW-OS staff is thirty-seven (37) and one-half (1/2) hours per week. Minimum qualifications for BWW-OS staff will be:
 - a. Bachelor's degree from a recognized college or university with major study in Human Services, Business, or Program Management. Each additional year of approved formal education may be substituted for one year of required work experience.
 - b. Three years professional or paraprofessional experience in program monitoring and evaluation. Each additional year of approved work experience may be substituted for one (1) year of required formal education; or
 - c. A combination of education and experience that demonstrates an ability to fulfill the duties of the BWW Operations Specialist (BWW-OS).
 - d. This position reports directly to the NHEP Administrator, with programmatic oversight by the Bureau Chief of Welfare to Work.
6. The duties of the BWW Operations Specialist are to:
 - a. Conduct remote ECS case reviews in conjunction with the Field Support Manager, of local NHEP teams to ensure correct application of NHEP policies and procedures, effective Precision Case Management (PCM) practices & outcomes, meeting of performance measures (especially Participant Participation Rates) and initiation of corrective action to meet performance measures.
 - b. Make recommendations for policy revisions based upon NHEP team input and Field Support Manager consensus;
 - c. Consult with NHEP/New HEIGHTS Help Desk, and/or BRIDGES contact person, and/or the DHHS Bureau of Data Management, and/or the DHHS Child Development Unit;
 - d. Address questions, and possible policy and systems conflicts through discussion within the Field Support Managers and the TANF unit, addressing any identified changes that are needed with the Program Administrators, systems or policy staff as appropriate;
 - e. Review all available statistics and reports, including 'scrubbing' ECS caseloads to increase participation rates; research Exempt & Employed Reports;
 - f. Compare reports and statistics to performance measures and work with NHEP field staff to improve program performance, and review monitoring results from DHHS Quality Assurance Unit, if available;
 - g. Coordinate and organize documents & reports submitted from field staff; check for accuracy and consistency; enter data and record in designated application software (e.g., New HEIGHTS, Bridges); prepare BWW reports; and file documents appropriately;

NH Department of Health and Human Services
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- h. Update and distribute electronically revisions to the PCM Manual. Track and report PCM outcome data;
 - i. Provide support to the BWW On-the-Job Training Program (OJT) supports to include NHEP and WIA OJT contract monitoring, employer invoicing, participant and employer site evaluations oversight; develop tracking sheets and other related information and disseminate identified information to NHEP field staff, compiling recidivism data and track OJT volume and outcomes. Use Word, Excel, or required database software to produce correspondence and ad hoc, monthly, and quarterly financial or program-related reports; use e-mail to communicate with internal and external customers and distribute reports and documents via same;
 - j. Collect participant caseload, exit, and outcome data (e.g., volume of Sanctions, number of open, closed, or denied cases); input transactions into Excel and/or New HEIGHTS database; and use Excel and New HEIGHTS data to update existing management reports or produce other ad hoc reports as needed;
 - k. Investigate and address concerns and complaints received from within DFA, outside agencies and contract agencies;
 - l. Other duties as assigned by the NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.
- XII. One (1) FTE to serve as Welfare to Work Program Assistant (WtW-PA).
- 1. Full-time employment of WtW-PA staff is thirty-seven (37) and one-half (1/2) hours per week.
 - 2. Minimum qualifications for WtW-PA staff will be:
 - a. Associates Degree or higher and two (2) years experience as an Administrative Assistant or Project/Program Assistant; a combination of a High School Diploma (or GED) and four (4) or more years of experience as an Administrative Assistant or Project/Program Assistant may be considered; or
 - b. A combination of education and experience that demonstrates an ability to fulfill the duties of a WtW-PA; with
 - c. Knowledge of modern office practices, procedures and equipment. Knowledge of English, spelling and arithmetic.
 - d. Knowledge of office record keeping and reporting.
 - e. Some knowledge of the principles and practices of public administration.
 - f. This position reports directly to the NHEP Administrator. The duties of the WtW-PA is to:
 - g. Coordinate production and flow of financial information between the vendor's fiscal office, the NHEP Administrator and DFA Contracts Administrator as requested;

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- h. Use Microsoft Word and Excel, or required database software to produce correspondence and ad hoc, monthly, and quarterly financial or program-related reports; use e-mail to communicate with internal and external agency staff and distribute reports and documents via same;
 - i. Design and/or update various NHEP and Statewide Reports in accordance with contractual guidelines at the start of each State Fiscal Year (SFY);
 - j. Provide technical support and training to program staff to ensure accurate and complete reporting.
 - k. Collect and review local reports from NHEP staff and use excel to compile Statewide NHEP Statistical Reports on a monthly, weekly, or annual basis;
 - l. Use New HEIGHTS case management system to research TANF participant information and support program operations; assist staff in resolving technical issues pertaining to New HEIGHTS access and use;
 - m. Enter and/or maintain participant-related data (such as demographic, program status changes, etc.) in the electronic customer database and produce reports as requested;
 - n. Maintain, revise, and distribute policies, directives, and procedures per supervisor instruction;
 - o. Facilitate purchase of equipment and office supplies and maintain related records.
 - p. Process and track payments as needed.
 - q. Maintain and distribute the staff contact list, and other duties as assigned by the NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.
- XIII. One .40 FTE NHEP Operations Manager to provide and supervise analytical, technical, administrative, research and customer support services to the Bureau of Welfare to Work (BWW).
- 1. Minimum qualifications Bachelor's degree from a recognized college or university with major study in Human Services, Business or Program Management; each additional year of approved formal education may be substituted for one (1) year of required work experience. Three (3) years of professional experience in supervision, program monitoring and evaluation or a combination of education and experience, that demonstrates an ability to fulfill the duties of the BWW Operations Supervisor II.
 - 2. Duties of the NHEP Operations Manager are to:
 - a. Provides supervisory oversight of reviewing available statistics and reports, including but not limited to, contract reports, OJT & Subsidized Employment invoicing and tracking, and other BWW reports;

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- b. Works with FSM to identify and provide reports for improved program performance utilizing an internal monitoring process related to the PCM and the Field Workers Guide. Compares reports, information and statistics to compile staff performance measures;
 - c. Works with FSMs, NHEP teams, the OJT Unit, BWW and the TANF unit to assure PCM field practices and the application of NHEP policy and procedures are published and implemented correctly;
 - d. Coordinates and organizes documents & reports submitted from field and state office staff; checks for accuracy and consistency; enters data and records in designated application software (e.g., New HEIGHTS, BRIDGES); prepares BWW reports;
 - e. Manages ACCESS databases and programmatic surveys to produce management reports to evaluate program/staff performance. Responsible for the updating, maintenance and distribution of revisions to the PCM, including the Field Workers and Field Managers Guides.
 - f. Creates charts, tables, diagrams, flow charts, etc., to depict BWW operations and performance outcomes, including tracking of contractor outcomes;
 - g. Provides direct supervisory oversight in the collection of participant caseload, exit, and outcome data (e.g., volume of sanctions, number of open, closed, or denied cases); inputs transactions into Excel and/or New HEIGHTS database; and uses Excel & New HEIGHTS data to update existing management reports or produce other ad hoc reports as needed;
- XIV. Two (2) FTE NHEP Quality Assurance Reviewers to conduct precision case management audits, Federal monitoring reviews per the State Work Verification plan, and other quality assurance activities to ensure the continuous improvement of the NH Employment Program. The incumbent will perform other desk reviews, research activities, and program performance analyses as directed.
- 1. Preferred: Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field. One (1) year of experience as an ECS Trainee or three years in social work, counseling, family services, education, staff training, employee development, employment counseling, recruitment, or human resources. Optional consideration: Associate's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field. Three (3) years at or above the level of Social Worker or Employment Counselor or five (5) years in social work, counseling, family services, education, staff training, employee development, employment counseling, recruitment, or human resources or a combination of education and experience that



demonstrates an ability to fulfill the duties of a Program Outcome Reviewer.

2. Duties of NHEP Quality Assurance Reviewers are to:
 - a. Establish an annual Precision Case Management (PCM) audit schedule to review Employment Counselor Specialist (ECS) compliance with NHEP policies and Precision Case Management (PCM) practices in designated DHHS District Offices.
 - b. Conduct a PCM audit using prescribed forms and review process consisting of a Desk Review (or "scrub") of current ECS caseload as exhibited in participant tracking in New Heights Information System.
 - c. Perform an *On-Site Review* and observation of ECS actions with participants, observation of an NHEP Orientation, a Service Determination Appointment (SDA), and a Follow-up appointment.
 - d. Complete a Federal monitoring process in one (1) week period each month, which consists of reviewing participant activity hours entered into New Heights by the ECS compared to timesheets submitted by the participant and reviewing *Job Search logs* submitted by a sample of participants selected for review.
 - e. Perform other desk reviews and research activities, investigate complaints, prepare for Fair Hearings, and conduct program performance analyses assigned by the WTW Bureau Chief or his designee.

XV. One (1) FTE Career Pathways Specialist to act as a conduit to assist New Hampshire Employment Program staff and participants in identifying and accessing education/training degrees, diplomas, and/or certificates leading to long-term attachment to the labor market and self-sufficiency.

1. Minimum qualifications for the Career Pathways Specialist position include a Bachelor's degree from an approved college or university with major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field and one (1) year of experience as an Employment Counselor Specialist Trainee or three years in social work, counseling, education, staff training, employee development, or human resources, or three years as a Family Service Specialist at any level. Preference will be given to candidates with a minimum of one (1) year of experience with knowledge of teaching methods and subject material relating to programs of education at all school levels; knowledge of educational standards and adult learner assessment methods (e.g. TABE, CASAS); familiarity with the education/training needs and barriers faced by low income adult learners including identification and accommodations for learning difficulties; familiarity with vocational education facilities, 2- and 4-year post-secondary institutions, and proprietary training organizations in the State; familiarity with common Financial Aid available products and programs to minimize student debt to the greatest extent possible.

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2. Duties of the Career Pathways Specialist are to:
- a. Work with participants and other NHEP ECSs to identify potential education/training programs and providers, both traditional institutions and on-line educational/training providers that match the NHEP participant's vocational assessment and long-term career goals within the available labor market and according to NHEP policy.
 - b. Analyze national information concerning the Career Pathways Initiative, investigating other models that integrate education/training into TANF work programs for long-term attachment to the labor market and earnings gain.
 - c. Research and identify tuition funds available for education/training programs from a wide variety of educational funding sources including but not limited to federal and state financial aid, WIOA, Vocational Rehabilitation, etc., while avoiding or minimizing the accumulation of educational debt for participants as much as possible. Assist and advise Employment Counselor Specialists and participants in accessing these funds on a statewide basis. Develop resources for information pertaining to educational opportunities and financial aid for statewide use.
 - d. Develop tools for NHEP ECSs and participants that specify a clear career path (plan) along with the concrete steps to achieve long-term attachment to the labor market and economic independence for current and exiting participants.
 - e. Track and analyze participant outcomes for those who engage in education/training activities, identifying gaps in long-term career planning where NHEP program operations may need improvement.
 - f. Work closely with the CSP Program Resources Coordinator and CSP Career Centers to ensure a consistent model and method of identifying appropriate candidates for education/training opportunities, labor market trends and information, and ensure complementary information between KET Work Skills and NHEP Portfolio information.
 - g. Update the "Planning for Success" Portfolio to keep current with the latest job readiness and job search strategies.
 - h. Research and analyze labor markets to identify employer needs, employment trends and labor shortages requiring specific education/training programs to meet the labor demand.
 - i. Monitor career plans and services to the sub-group of TANF participants who lack a High School Diploma or equivalency and perform outreach and vocational counseling to those participants to facilitate success in completing basic education or educational preparatory/prerequisite programs.
 - j. Serve as the key NHEP representative to the NH Department of Education/Adult Education, Community College System of NH,

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and local education/training providers to access available education/training programs. Identify occupations in demand, growing occupations and those occupations with tuition forgiveness programs.

- k. Investigate non-traditional occupations for women and help create opportunities for women on TANF.

XVI. One .33 FTE NHEP Administrator:

1. Full-time employment of the Administrator is in accordance with SNHS personnel policies governing this level of administration.
2. Minimum qualifications for the Administrator will be:
 - a. Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling or behavioral science; and
 - b. Six (6) years experience as a social worker or counselor in a public or private social service agency with three (3) years in a supervisory or management level position; or
 - c. A combination of education and experience that demonstrates an ability to fulfill the duties of the NHEP Administrator.
3. The duties of the NHEP Administrator is to:
 - a. Establish and monitor NHEP program objectives as directed by the Bureau Chief of Welfare to Work, and or his designee;
 - b. Make major policy decisions in collaboration with the Bureau Chief of Welfare to Work, and/or his designee;
 - c. Ensure interagency coordination in program development and problem resolution; Coordinate the delivery of NHEP policy and procedure training for NHEP teams;
 - d. Provide supervision of agency-related matters for the contract NHEP FSM, and the BWW Operations Assistant; and;
 - e. Serve as the contract administrator and be responsible for the overall management and coordination of this contract.
4. The contractor shall oversee the contract on a day-to-day basis and shall be responsible for:
 - a. Ensuring that the contractor's staff carry out their functions described in this contract and the standard job descriptions, and adhere to project schedules, NH-DHHS policy and procedures, and performance measures and standards;
 - b. Interfacing directly with the Bureau Chief of Welfare to Work, and/or his designee, and the DFA Contracts Administrator;
 - c. Providing data, information and reports to DFA as requested; and
 - d. Other duties as agreed to through negotiation with DFA.



II. GENERAL REQUIREMENTS

- A. The contractor must provide services described herein uniformly throughout the State of New Hampshire at locations designated by DFA.
- B. The contractor shall deliver services in accordance with the mission, goals, policies, and procedures of NHEP, along with applicable State and Federal Laws and Regulations as indicated in this contract, and the RFP, and shall train all the contractor's staff on the duties, responsibilities, requirements and provisions of this contract.
- C. The contractor will be required to accept all applicants and recipients referred by DFA in accordance with established NHEP policies.
- D. The contractor will be required to ensure that program requirements and philosophy are consistently applied to all participants and/or their families.
- E. The contractor must deliver services with a high degree of respect for the participants, sensitivity to their circumstances, and in a manner, that builds self-esteem and motivation.
- F. The contractor staff will be required to attend meetings and/or training programs as required by DFA. Advance notice of meetings and training sessions, to the extent possible shall be provided by DFA.
- G. The contractor will have the ability to maintain and preserve records and any other documentation in the SNHS' possession, that were used in the administration of the resultant contract, for a period of three years from the close of the Federal fiscal year in which the contract ends.
- H. The contractor acknowledges that all curriculums based material, employer and work experience development falls under the onus of DFA.
- I. The contractor is required to maintain the confidentiality of all participant information that is acquired, by any means including computer access, in accordance with DFA confidentiality requirements. The contractor will be required to insure that access to participant information is limited to only that contractor staffs that have a need to know in order to perform their job duties. The contractor must also insure that all staff are trained on the DFA confidentiality requirements and that all of the contractor's staff sign a confidentiality statement attesting to the fact that DFA confidentiality requirements are understood and will be observed.
- J. The contractor must have the ability to respond to any state or federal audits under this contract within fifteen (15) calendar days after receiving the audit report, and initiate corrective action as necessary.

III. CONTRACT PERFORMANCE REQUIREMENTS

- A. Provision of Program Services
 - I. The contractor's staff hired under this contract are expected to administer program services as specified in the definitions of allowable activities as described in the Personal Responsibility and Work Opportunity Act of 1996 as amended by the Deficit Reduction Act of 2005 and federal regulations at 45 CFR 261.2 and adhere to any new passed federal legislation that may be enacted during the operation of a contract with DFA to provide these

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services. Should such legislation conflict with the Scope of Services, the parties will enter into good faith negotiations to reach mutual agreement on a contract addendum or amendment, and if applicable, seek Governor and Executive Council approval thereof;

- II. Meet the conditions set forth under the Fair Labor Standards Act and State law found at RSA 167:77 – 167:92 and administrative rules pursuant to He-W 637.

B. Work Participation Rates

- I. NHEP Local Teams and individual members of the teams must meet no less than a 50% (fifty percent) "All Families" participation rate pursuant to RSA 167:77a, and 45 CFR 261.21. Federal law requires adherence to these rates and failure to do so results in a substantial financial penalty to the federal TANF block grant.
- II. Participation rates are reported quarterly to the Federal government via their prescribed reports. These reports will be used to determine compliance with this performance standard. The data comes from New HEIGHTS as identified by ~~field staff and monitored~~ by the local office managers and the FSM.
- III. Verification of the participant activities and documentation of good and satisfactory progress must be present in the participant case record and entered into New HEIGHTS.
- IV. Implementation of this standard will be effective with the implementation of this contract.

C. Precision Case Management – Field Workers Guide

- I. NHEP Team members are required to refer to and follow the procedural guidelines set forth in the BWW PCM – Field Workers Guide to ensure best-case practice and program implementation effectiveness.
- II. Team members will be evaluated for adherence to a best standard of practice, no less than once every twelve (12) months in a rolling calendar year.
- III. FSM is required to refer to and follow the procedural guidelines set forth in the BWW PCM – Field Workers Guide, and FSM Guide when available.

D. Evaluation of Performance

- I. DFA shall designate the performance evaluation criteria, specific performance goals, and outcome measures to be utilized. Any deficiencies identified shall be presented and discussed with the NHEP Teams and FSM, in conjunction with the NHEP Administrator, and the Bureau Chief of Welfare to Work, and/or his designee as needed.
- II. Corrective action plans, if required, shall also be requested and reviewed by the NHEP Program Administrator and the Bureau Chief of Welfare to Work. The FSM is responsible for the implementation of corrective action to ensure that performance standards are met.
- III. A DFA standardized ranking instrument shall be utilized during the operation of this contract period.

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1. Any of the following methods may be used, but are not limited to, by the FSM or other designated individuals to verify performance:
2. On-site observation;
3. Review of management reports;
4. Interviews with consumers;
5. Federal and State monitoring of policies, procedures and case management; and
6. Random sampling of case records.

IV. QUARTERLY EVALUATION REVIEWS

- A. A quarterly contract evaluation meeting shall take place with the NHEP Administrator, BWW Bureau Chief, Contracts Administrator, or designees, following the end of each quarter. The purpose of the meeting is to review and evaluate how well the requirements of the contract are being met, what changes, if any, are needed, and to jointly develop a plan of action for the remainder of the contract.
- B. At the end of each quarter, a formal performance evaluation meeting will be held with the NHEP Administrator, BWW Bureau Chief, or designees. The purpose of the meeting is to review and evaluate how well the NHEP teams are meeting the federal participation rates, the federal performance criteria and the performance criteria established by DFA Bureau of Welfare to Work. It is expected that informal performance meetings will be held on the remainder of the months. Each meeting shall result in a report that rates each of the performance areas and, if there are deficiencies, provides a corrective action plan to correct the deficiencies.

Combined Staffing and CSP Scope of Service - #13-DFA-BWW-CSP-05

I. General Terms and Conditions of Service

- A. All Community Action Agency employees operating under the provisions of this contract shall in addition to their own reporting requirements, report to the individual designated by the Commissioner of the Department of Health and Human Services who shall have authority for the Bureau of Welfare to Work.
 - I. The individual identified by the Commissioner of the Department of Health and Human Services shall also be directly responsible for the operations of the New Hampshire Employment Program and shall have oversight of this contract and the performance measurements contained herein.
 - II. In accordance with RFP#13-DFA-BWW-CSP-05 issued on October 3, 2012, this contract may be extended for two (2) 2-year periods without further competitive bidding.
 - III. Extensions of this contract are contingent upon the satisfactory performance by the contractor of all services required.
 - IV. Extension of this contract is further contingent upon approval of the New Hampshire Governor and Executive Council.

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- B. Under this Division of Family Assistance (DFA), New Hampshire Employment Combined Services Program, herein known as CSP, the contractor, Southern New Hampshire Services (SNHS) will provide services to participants in the New Hampshire Employment Program (NHEP) that are eligible to receive Temporary Assistance to Needy Families (TANF). Participants served may also be designated as having no or limited English proficiency to the degree that they are unable to effectively engage in general work program services, thereby requiring additional culturally and linguistically appropriate supports/services be provided that ensures equal access in all aspects of this contract.
- C. Under this Combined Service Program (CSP) the contractor will provide the following work activities per 45 CFR 261.2 and RSA 167.77 through 167.92, which include: job readiness, job search, community service program, work experience, job skills training directly related to employment, and On-the Job Training. Participants will acquire general skills, knowledge and work habits necessary to obtain and retain gainful employment, and obtain occupations in support of long term self sufficiency.
- D. The contractor shall provide these services on a statewide basis to cover up to twelve (12) geographic locations identified in Section IV, Program Referral Guidelines, Paragraph D, Table 1 of this contract. In addition to the services described above, the contractor will operate a combined service facility where TANF eligible individuals receive work program services. The contractor will be responsible for the overall operation of the facility and the provision of the work activities as identified above.
- E. Proposed plans to sub-contract any part of this contract, if any, are to be clearly outlined.
- I. Any partnership must demonstrate mutually understood and well-articulated roles and responsibilities, as well as a collaborative process between partners to monitor program quality and to resolve differences or operational problems.
 - II. The sub-contracts should describe the role(s) and responsibilities of each entity under the same guidelines established by this contract.
 - III. The Contract Administrator must approve each sub-contract prior to signature. DHHS reserves the right to request changes to any contract presented for approval.
 - IV. The contractor is the established single point of contact for DFA and will be responsible for all deliverables associated with this contract. Any proposed programmatic or operational changes within the partnering organizations will require prior approval by DFA. DFA reserves the right to remove any subcontracted partner from the project for unsatisfactory services.
 - V. The contractor is responsible for tracking outcomes and developing or changing tracking systems to align with any requests made by DFA. It is the SNHS's responsibility to maintain detailed records of its activities and required deliverables.
 - VI. All contractor staff and sites will be open and providing services to participants according to the State of New Hampshire calendar of business days. Hours of operation will be 8:00 AM to 4:30 PM Monday through



Friday.¹ Only with the expressed permission of DFA Management, may any of the offices be closed early, and/or the hours of operation changed.

- VII. The contractor is advised that during the term of the contract, DFA reserves the right to modify services in this contract to conform to federal or state regulatory changes to the Temporary Assistance to Needy Families (TANF) Block Grant Program or the NHEP, or any other State and Federal related regulation.
- VIII. If changes to the scope of service are necessary as a result of regulatory changes, the contractor and DFA will enter into good-faith negotiations of the services and the costs associated with the delivery of those services.

II. Culturally and Linguistically Appropriate Standards

- A. DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access in all aspects of this project, DFA expects the contractor to provide culturally and linguistically appropriate services according to the following guidelines:
 - I. Assess the ethnic/cultural needs, resources and assets of their community;
 - II. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
 - III. Offer consumers a forum through which participants have the opportunity to provide feedback to the contractor regarding cultural and linguistic issues that may deserve response;
 - IV. Effective outreach and networking methods to engage and build trust with individuals with respect to their culturally and linguistically diverse home environments, if applicable; and
 - V. Provide interpretation/communication assistance services for those individuals who need it.
- B. This section provides an overview of the allowable NHEP activities further defined at 45 CFR 261.2, and in Section 4.3: Direct Service Requirements being procured through this contract. The purpose of the provision of these activities is to ensure that the program operates within federal and state law, regulations and administrative rules. Using both quantitative and qualitative outcome measures, the goal is to move participants towards self-sufficiency through the dignity of unsubsidized employment. The NHEP activities provided will be as follows:
 - I. Job readiness services to assist participants in gaining the skills necessary to obtain and retain employment.
 - II. Job readiness includes:

¹ DFA reserves the right to alter the hours of operation, with sixty-day (60) advanced notice.

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1. A vocational assessment service to assess standardized educational attainment through testing and interpretation, to assist participants in determining vocational goals for self-sustaining employment and a career path to that goal. This vocational assessment will result in the identification of short and long-term career goals, and the existing availability of the identified occupations in the labor market. Additional job readiness curriculum, including life skills training will be provided; and
2. Job search to assist participants in conducting effective job search leading to employment, to include the creation of cover letters, resumes, references, applications, job interviewing skills, job follow-up etiquette and techniques and education on the utilization of existing labor market tools and information. This activity will also include the provision of Job Club, which entails: peer support, building effective networking skills, hosting employer quest visits, appropriate use of program resources, displaying, and teaching program participants how to learning of suitable job openings which exist in their local labor market and other job search initiatives; and
3. Alternative Work Experience Placement (AWEP), defined as an activity that places participants in voluntary work experience positions that are not considered community service programs. The purpose of this activity, if private sector employment is not available, means a work activity performed in return for welfare that provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of the work experience is to improve the employability of those that cannot find unsubsidized employment. The expectation is that SNHS will develop sufficient and appropriate AWEP host sites in order for participants to utilize this activity. This activity shall be provided pursuant to RSA 167:82-a and 167:91a-b; and
4. Community Work Experience Placement (CWEP), defined as work performed for the direct benefit of the community under the auspices of public or nonprofit organization. This activity must serve a useful community purpose, will be available from both the contractor's worksite locations and in the community at non-profit and public organizations to improve the employability of participants. Short-term training is also permitted as long as such activities are of limited duration and are an integral part of a CWEP. The expectation is that the contractor will develop sufficient and appropriate CWEP host sites in order for participants to utilize this activity. This activity shall be provided pursuant to RSA 167:82-a and 167:91a-b; and
5. Job Skills Training Directly Related to Employment (JSTDRE), which is defined as: training or education for job skills required by an employer to provide an individual the ability to obtain employment or advance or adapt to the changes demands of the work place; and

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6. On-the-Job Training (OJT), which is defined as training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full adequate performance of the job.
- C. The Combined Services Program must be designed to provide for open enrollment and open exit by NHEP participants. Referred NHEP participants must be able to enter the program upon the contractor's receipt of referral paperwork from NHEP or be placed on the program waiting list, if appropriate. Section 4.2.C of the RFP identifies the maximum participant capacity to be served at each combined service site by activity. AWEF, CWFEP and OJT placements off-site in the community are in addition to the maximum capacity identified in Section 4.2.C of the Request for Proposal (RFP).
 - D. NHEP ECSs will refer participants for participation in the above six activities. Depending on participant need, program requirements and necessary federal participation hours required for participants to be in compliance, participants can engage in any and all activities for the required number of hours allowed per federal law at 42 USC 607, (c). Under this same section and in federal regulations at 45 CFR 261.34, an individual's participation in job search and job readiness assistance can count for a maximum of six weeks in a fiscal year (no more than four consecutive weeks). This can be extended to 12 weeks in a fiscal year if a State meets the definition of a "needy State" under the Contingency Fund provisions of the law. At the time of this writing, NH meets this definition.
 - E. All program services for NHEP activities shall:
 - I. Meet the definitions of allowable activities as described in the Personal Responsibility and Work Opportunity Act of 1996 as amended by the Deficit Reduction Act of 2005 and federal regulations at 45 CFR 261.2 and adhere to any newly passed federal legislation that may be enacted during the operation of this contract with DFA to provide these services. Should such legislation conflict with the agreed upon Scope of Services in this contract, the parties will enter into good faith negotiations to reach mutual agreement on a contract addendum or amendment, and if applicable, seek Governor and Executive Council approval thereof;
 - II. Be provided in a manner to allow participants to meet the minimum participation requirements of core and secondary activities. The contracted sites will be open for the provision of program services to participants for no less than 35 hours per week, and;
 - III. Meet the conditions set forth under the Fair Labor Standards Act and State law found at RSA 167:77 - 167:92 and administrative rules pursuant to He-W 637.

III. Organization/Agency Requirements

- A. The contractor must provide statewide services that meet the federal TANF work participation requirements as stated in the Personal Responsibility and Work Opportunity Act of 1996 as amended by the Deficit Reduction Act of 2005 and federal regulations at 45 CFR 261.2.

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B. The contractor must carry out the direct service requirements as defined in this contract.

I. The contractor must have the ability and experience to:

1. Provide job readiness and job search activities that teach job seeking and life skills to ensure participants are able to effectively prepare, seek, obtain, and ultimately retain unsubsidized employment;
2. Provide vocational assessment and evaluation testing that identifies potential participant deficits, barriers, and strengths that would lead to the identification of short and long-term career goals, and skills necessary to utilize labor market information in support of those goals;
3. Provide community service activities while building work skills and increasing employability for participants;
4. Develop both AWEP and CWEP host sites and slots for participants with limited exposure to the labor market, limited work histories, and potential barriers to employment. These activities shall assist the participant to acquire the general skills, knowledge and work habits necessary to obtain employment and to improve the employability of individuals otherwise unable to obtain unsubsidized employment;
5. Develop OJT opportunities that provide training in the public and private sector that is given to a paid employee while he or she is engaged in productive work. These opportunities also provide the knowledge and skills essential for a full and adequate performance of the job;
6. Provide job development, employer outreach, networking, familiarity with local labor market trends and conditions, job attainment resources and tools, associated with attaching low-income individuals to the labor market;
7. Work with low income families with barriers to long-term attachment to the labor market, with the ability to support participants in work activities while providing problem-solving assistance whenever situations arise;
8. Operate a program that addresses the provision of work skill attainment in order to promote success in the workplace and long-term attachment to the labor market utilizing simulated work environment construct concepts;
9. Develop, access, and promote the use of local community resources such as assisting participants with access to childcare, transportation providers, clothing, housing, financial literacy, substance abuse, domestic violence, and other barriers to employment, in support of program goals;
10. Work with people with no or limited English proficiency; understand the concepts of cultural competency; promote



effective integration and adaptation of individual cultural differences into the local labor market; recognize and respect individuals in terms of values, potential, and cultural experiences in order to advance successful workplace integration;

11. Acquisition, development, and managing facilities to accommodate a variety of services within a singular setting.
- C. The contractor and its staffs must have the qualifications, educational competencies, and professional experience needed for responsible management and delivery of the activities as outlined in this scope of work.
 - D. The contractor must have the ability and experience to provide services, utilizing the precepts of cultural competency, for participants with cultural barriers, and/or no or limited-English proficiency resulting in barriers to employment.
 - I. Cultural competence is defined as a set of congruent behaviors, attitudes, and policies that come together in a system or agency or among professionals that enable effective interactions in a cross-cultural framework.
 - II. Participants with no or limited-English proficiency is defined as a person who comes from a non-English speaking background and who has sufficient difficulty speaking, reading, writing, or understanding the English language and whose difficulties may deny such an individual the opportunity to learn successfully in settings where the language of instruction is English or to participate fully in the dominant society.
 - E. The contractor and its staff must abide by a policy developed by DFA that describes acceptable and unacceptable NHEP participant conduct and dress. This policy will be applicable to the contractor's staff delivering services at the combined service locations.
 - F. The contractor must develop marketing and recruitment strategies to achieve the agreed upon participant capacity at the twelve (12) combined service sites.

IV. Program Referral Guidelines

- A. This contract will serve, through a CSP, those individuals referred by the NHEP Employment Counselor Specialist (ECS), who have been determined eligible for TANF related programs.
- B. Referral guidelines are for those individuals who:
 - I. Have been assessed by an NHEP ECS and have an established Employability Plan;
 - II. Would benefit from a comprehensive vocational assessment and in-depth career exploration to determine realistic and appropriate short and long-term career goals, including the identification of an appropriate career path and the steps necessary to accomplish their long-term career plan;
 - III. Would benefit from understanding appropriate workplace behaviors, including but not limited to: employer expectations, appropriate attire, and professionalism in the work place. May need training and preparation in effective job seeking, as well as life skills, financial literacy, and

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parenting skills training to balance work and family responsibilities effectively;

- IV. Would benefit from participation in job readiness classes designed to develop the skills necessary to effectively balance work and family, including but not limited to: time management, organizational skills, stress management, self-confidence building, etc., to prepare parents for the demands of obtaining and retaining full-time, unsubsidized employment;
 - V. Have been unsuccessful in obtaining sustained unsubsidized employment in their identified occupation and would benefit from the activities and services available under the program;
 - VI. Have been unable to demonstrate appropriate workplace protocols including, but not limited to attendance, leave notification, tardiness, and handling emergency situations as it pertains to workplace behaviors;
 - VII. Would benefit from the development of necessary job search skills including, but not limited to the creation of cover letters, resumes, personal and professional reference, sample applications, job interviewing and networking skills, etc. to prepare to seek, obtain and retain unsubsidized employment and long-term connection to the labor market;
 - VIII. Would benefit from being involved in a local support system where information about effective job search techniques, job seeking tools, job openings, local employers, labor market information and community resources can be found;
 - IX. Would benefit from obtaining and retaining unsubsidized employment and/or needs to re-enter the workforce due to, but not limited to, insufficient educational background or lack of marketable skills;
 - X. Would benefit from a work experience placement (WEP), on-the-job-training (OJT), or other appropriate work related activity;
 - XI. Would benefit from learning about what is necessary to secure long-term, dependable child care and transportation, and other alternative arrangements, to allow for long-term attachment to the labor market;
 - XII. Would benefit from local WEP development in their community due to barriers preventing attendance at a specified site; and/or
 - XIII. May have no or limited English proficiency.
- C. The contractor will accept all referrals from the NHEP teams unless mutually agreed upon by DFA and the contractor.
- D. Capacity: The following table illustrates the number of required monthly participant slots by geographic area and combined service activity for the CSP on-site service capacity. The co-location of these services requires separate classrooms and may involve separate computer labs and the computer systems must be compatible². Off-site program capacity will vary based on participants

² DFA currently funds data collection systems for TANF related contracted services. DFA reserves the right to retain the current systems in place.

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completing on-site activities. The figures given in the below table are DFA's anticipated capacity and may vary depending on actual participation and progression of participants through the Program:

Table 1

Locations	Total Participant On-site capacity	On-site WEP Slots	Voc. Assessment, JS/JR/Job Club & Job Skills Training Slots
Berlin	10	5	5
Claremont	20	14	6
Concord	20	10	10
Derry	10	5	5
Keene	25	13	12
Littleton	10	5	5
Laconia	10	5	5
Manchester	50	39	11
Nashua	35	20	15
Portsmouth	10	5	5
Rochester	38	23	15
Tamworth	10	5	5
Total	248	149	99

- E. The 248 participants that will receive combined services under this contract at the combined service locations listed above shall participate in the activities listed in this Scope of Service. Priority will be given to people who need to participate in core activities.
- F. The contractor shall develop on-site WEP experiences from local area organizations to provide work skills and work experiences to participants who lack skills to become immediately employable.
- G. The contractor shall maintain no less than 500 community host sites with multiple slots and of those at least 200 sites need to be active. Active is defined as having been utilized within the previous 180 days. Of the 200 active sites, no less than 125 slots will be filled on a monthly basis.
- H. Additional participants to receive combined services are through off-site AWEP, CWEP and OJT sites created in the community statewide. The contractor shall develop and maintain work experience placement sites for participants with limited exposure to the labor market, limited work histories, limited transportation, potential barriers to employment, no or limited-English-proficiency, have a vocational interest in a particular occupation, and/or needs experience and exposure to that work situation, and/or needs to participate in a work activity.



- I. DFA recognizes that the demand for this program may periodically exceed capacity at one or more locations. To minimize the potential for wait lists, the contractor shall develop and implement a process to ensure participants successfully move through contracted service activities or are otherwise removed from the program if non-compliant.

V. Direct Service Requirements

- A. The contractor must provide NHEP activities that meet the federal definition and parameters as defined in 45 CFR 261.2 of the following activities:
 - I. Job readiness activities (JR - core) are designed to assist participants in gaining the skills necessary to obtain and retain employment. Job readiness includes a vocational assessment service to assess standardized educational attainment through testing and interpretation, assisting participants in determining vocational goals for self-sustaining employment; and a career path to that goal. This vocational assessment will result in the identification of short and long-term career goals, and the existing availability of the identified occupations in the labor market. Additional job readiness curriculum, including life skills training will be provided;
 - II. Job search activities (JS - core) are designed to assist participants in conducting facilitated job search leading to employment, to include the creation of cover letters, resumes, applications, job interviewing skills, and education on the utilization of existing labor market tools. This activity will also include the provision of Job Club (JC), which entails: networking, peer support, learning of suitable job openings and other job search initiatives;
 - III. Alternative Work Experience Placements (AWEP - core) are designed to place participants in voluntary work experience positions that are not considered community service programs. The purpose of this activity, if private sector employment is not available, is a work activity performed in return for welfare that provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of the work experience is to improve the employability of those that cannot find unsubsidized employment. The expectation is that the contractor develops sufficient and appropriate AWEP host sites in order for participants to utilize this activity;
 - IV. Community Work Experience Placements (CWEP - core) are designed as work performed for the direct benefit of the community under the auspices of public or nonprofit organization. This activity must serve a useful community purpose, will be available from both the contractor's worksite locations and in the community at non-profit organizations to improve the employability of participants. Short-term training is also permitted as long as such activities are of limited duration and are an integral part of a CWEP. The expectation is that the contractor develop sufficient and appropriate CWEP host sites in order for participants to utilize this activity;
- V. Job Skills Training Directly Related to Employment (JSTDRE - secondary), which is defined as: training or education for job skills

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required by an employer to provide an individual the ability to obtain employment and advance or adapt to the changing demands of the work place; and/or

- VI. On-the-Job Training (OJT - core), which is defined as: training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate performance of the job.
- B. The contractor is required to abide by policy and guidelines developed by DFA that describes acceptable and unacceptable participant conduct and dress. This will be applicable to services delivered at the CSP locations.
- C. The contractor shall:
- I. Operate the CSP as a simulated work environment which provides WEP work skills/work experience on and off-site to improve the employability of participants not otherwise able to obtain employment;
 - II. Provide information to program participants on the Earned Income Tax Credit;
 - III. Supervise and monitor participants in all activities on a daily, on-going basis;
 - IV. Implement and operate an intake process for referred participants that enter the Combined Service Program upon receipt of referral paperwork;
 - V. Perform outreach efforts to schedule vocational assessments upon a participant being determined eligible and/or open for TANF financial assistance;
 - VI. Hold daily participant review meetings to determine the most appropriate activity in which the person will participate, either as a sole or combined service, based on the vocational assessment, employment plan, and ECS referral information, also taking into account the participants employment history, skills, interests, ability, employment goals and employment obstacles;
 - VII. Report and verify individual NHEP participant attendance/participation, and reasons for absences with verifications if obtained, submitted no less than weekly to the NHEP ECSs. Unscheduled absences shall be reported the day of the absence;
 - VIII. Provide individual progress reports to the responsible NHEP ECSs at least bi-weekly;
 - IX. Develop recommendations for services to address barriers suspected or identified for an NHEP participant for inclusion in the employment plan, and/or provide community referrals;
 - X. Ensure that all necessary paperwork for the participant is completed accurately and timely in order to determine the specific activity(s) the participant will be assigned;
 - XI. Ensure that all staffs are trained and work on a rotating basis between all on-site work activities of the Combined Service Program when possible;

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- XII. Collect from NHEP participants, verification of participation hours in this program and verification of absences, if able. Provide the verifications to the NHEP ECSs no less than weekly;
- XIII. Make appropriate arrangements for accommodation of no or limited English proficient related barriers or disability-related issues;
- XIV. Develop training methods that incorporate a variety of adult learning styles, practical and experiential methods that extend beyond participant self-instruction, such as reading materials or audio/visual materials using materials developed and published at the 8th grade reading level;
- XV. Develop or adapt curriculum that will ensure full access to all contract related activities to meet the needs of no or limited English proficient or disabled participants, which may include the administration of the Learning Needs Screening Tool, when a participant is suspected of having a learning disability or lack of basic literacy;
- XVI. Provide a plan to ensure that each participant participates in the hours specified on the referral as part of the employment plan, which could be less than a minimum of 20 hours of a core activity/work experience per week, but shall not exceed the permissible hours as specified by the Fair Labor Standard Act (FLSA). Participants may choose, or be required to, participate for additional hours per the Employability Plan, in core or secondary activities.

D. Activity specific conditions:

- I. The contractor must design and deliver the following activities/services:
 - 1. Job search/Job readiness curriculum that clearly identifies the topics to be addressed in each of the below subject areas:
 - a. General skills assessment, to include: reading, listening, writing, speaking, math, science skills and to determine an individuals educational level;
 - b. Vocational assessment of career aptitudes and abilities, to include but not limited to, vocational interest, work values, and screening for learning disabilities and LEP;
 - c. Career exploration to include: exploration of local labor market information specific to the chosen career goals, utilizing all available resources and tools such as ONET, NH Career Planning Guide, Job Match System, NH Works Job Information Center, Economic Labor Market Information, etc., career jobs, stop-gap jobs, non-traditional jobs, availability of local employment in identified career area;
 - d. The identification of short and long-term employment goals in support of a career plan that leads towards full-time unsubsidized employment and economic independence;
 - e. Soft skill attainment (appropriate workplace behaviors) to include: understanding employer expectations relative to work ethic, personal hygiene, and proper business

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communications, managing childcare and transportation for employment, balancing work and family, problem resolution in the workplace, managing family issues while maintaining employment, attendance, sexual harassment, drug free workplace, financial literacy, advantages of employment and available employment transition services, etc.;

- f. Job search to include: identification and instruction in the use of appropriate job search tools, cover letter, résumé, references, applications, job search and interviewing skills, specific to an identified job placement and career goals;
- II. Job Club entails networking, peer support, learning of suitable job openings and other job search initiatives. The contractor shall:
 1. Offer job club group activities such as identifying employment leads, share employment resources, facilitate informational interviews, conduct networking forums, provide presentations from local businesses, conduct simulated interviews, etc.
 - III. AWEP/CWEP work experience placements (WEPs) are designed to improve the employability of those that cannot find unsubsidized employment and provides participants with skills to increase employability for immediate attachment to the local labor market. The contractor shall:
 1. Develop host sites and slots that meet the career goals necessary for immediate attachment to the local labor market;
 2. Develop and administer a pre-defined number of active WEP host sites and slots per service delivery area. Host sites are considered active if the WEP slot has been utilized in the last 180 days;
 3. Implement a WEP agreement process as defined by DFA and be designed for no more than 16 weeks, unless DFA has approved an extension;
 4. Ensure that all necessary enrollment paperwork for placement into a WEP is completed accurately and timely;
 5. Ensure that the participant and the WEP host site are fully informed and adhere to the attendance verification requirements;
 6. Ensure WEP host sites are informed and acknowledge participant safeguards pursuant to RSA's: 167:82-a Infringement on Rights of Other Employees Prohibited; Limited Employee Status, 167:91-a Infringement on Rights of Other Employees Prohibited, 167:91-b Work Experience and Community Service Program Participants; Workers' Compensation Eligibility;
 7. Have appropriate arrangements for accommodation of language barriers or disability issues in the WEP host site;
 8. Prepare the participant for an interview with the WEP host site by ensuring that the participant is prepared with a tailored resume and application packet specific to the placement, references, results of a criminal background check if needed, and any other materials pertinent to the specific placement;



9. Provide the participant with an introduction to the WEP host site, provide support to both the participant and the WEP host site, and mediate any issues that arise during participant engagement at a WEP host site;
 10. Are designed to improve the employability of the participants;
 11. Be developed for both on-site and off-site CWEPs/AWEPs for participants; and
 12. For CWEPs, the activity must include structured programs, embedded activities and projects in which participants perform work that serve a useful community purpose.
 13. Job Skills Training Directly Related to Employment is a secondary activity, for up to 10 hours weekly. This activity shall include, but is not limited to, information that provides participants with education or training for skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. This can include English as a Second Language curriculum if it has been determined necessary for the participant's entrance into, advancement or success in the work force. The contractor shall:
 14. Develop and provide a short-term training curriculum that contains hands-on learning incorporating a variety of adult learning styles, practical and experiential methods that extend beyond participant self-instruction such as reading materials or audio/visual materials, using materials developed and published at the 8th grade reading level.
- IV. **On-the Job Training** means training on the public or private sector employment that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential for the full and adequate performance of the job. The contractor shall:
1. Ensure that OJTs are developed for a minimum of 30 hours per week;
 2. Adhere to all pre-screening criteria associated with OJT development provided by DFA;
 3. Be familiar with WIA, NHEP and NHES OJT standard operation procedures and processes;
 4. Be proficient in the development of OJT opportunities in the local labor market, as well as, in the marketing and executing of OJT contracts;
 5. Maintain, support and monitor participants in OJT placements for the length of the contract;
 6. Provide strategies for identifying participant OJT issues and bringing them forward to the OJT Developer for appropriate discussion and resolution;



7. Initiate case conferencing with NHEP to address participant attendance and performance;
8. Collaborate with agencies such as Department of Labor Workforce Investment Act, Department of Education, etc., to secure possible funding and services.

VI. Work Experience Placement (WEP) and On-The-Job Training (OJT) Site Development

- A. The contractor must develop and maintain a sufficient number of AWEP, CWEP and OJT sites through which participants will meet the program requirements.
- B. The contractor must provide sufficient workplace experience host sites and slots that are developed based on the regional requirements and that meets the estimated monthly participant volume per service delivery area.
- C. The contractor must develop and maintain 500 host sites statewide at various organizations, agencies and companies. It is expected that the SNHS will maintain no less than 200 active host sites statewide. An active host site is one that has placed a participant in an AWE or CWEP within the previous 180 days. Sites that have not had a placement within the previous 180 days will not be considered active and should be moved to a non-active list. SNHS must ensure that a list of host sites is consistently maintained, including identifying active/non-active status, and is readily accessible to NHEP staff.
- D. The contractor must develop no less than 60 OJT placements per contract year (excluding Carry-Overs), with no less than a 10% de-obligation rate.
- E. The contractor will utilize a DFA verification process that provides timely, accurate, and consistent attendance verification to the NHEP ECS of the participant's participation at the workplace setting.
- F. The contractor must provide an expedited placement process for participants referred to the program for which the NHEP ECSs already identified or developed the AWEP/CWEP. An expedited placement is one that is completed within 48 hours of the NHEP participant's referral to this program. DFA reserves the right to place participants directly into an AWEP/CWEP and to submit the applicable WEP agreements and referral information to the contractor for appropriate placement follow-up after the participant enters the AWEP/CWEP.
- G. The contractor shall develop remote AWEP/CWEP host sites and slots that meet the needs of participants that live in excessively remote locations that are not in proximity to the local labor market, community resources, etc., and/or are limited due to special circumstances.
- H. The contractor shall ensure that host site pre-screening requirements are identified and completed prior to placement of the participant into a CWEP, AWEP or OJT, following an established DFA process.
- I. The contractor will provide both a short-term on-site CSP and/or off-site WEP activities, as follows:
 - I. Solicit projects that serve a useful community purpose. This includes programs in fields such as: health, social service, environmental protection,



education, urban and rural development, welfare, recreation, public facilities, public safety and childcare.

- II. Solicit projects from local area organizations that provide the opportunity for work skill and work experience attainment for participants who lack skills to become immediately employable;
- III. Projects will be indexed to specify the skills required for entry into a WEP activity, and to the extent possible consider the prior training, experience, and skills of a recipient in making appropriate WEP assignments. Projects shall enhance skills attainment and increase immediate employability.

Note: Significant changes due to factors such as changes in the NH Labor Market, which may either result in an increase or decrease in the TANF caseload, may necessitate a modification of the AWEP, CWEP and OJT development criteria as set forth in this contract. DFA reserves the right, with a sixty-day (60) notification to the contractor, to make said changes as deemed appropriate.

VII. Classroom Sites and Requirements

- A. The contractor must provide twelve (12) service delivery sites³ that meet with DFA approval and the following requirements:
 - I. One site per DFA district office catchment area for twelve (12) sites. The catchment areas are: Berlin, Claremont, Concord, Conway, Derry, Keene, Laconia, Littleton, Manchester, Nashua, Rochester, and Portsmouth and serve the communities identified in Section IV, Program Referral Guidelines, Paragraph D, Table 1.
 - II. Ease of accessibility to NHEP participants;
 - III. Located in proximity to public transit routes, child care facilities, communities with possible concentrations of NHEP participants, or a combination thereof;
 - IV. Handicapped accessible and climate-controlled such that the program can operate without interruption. The thermal standard being between approximately 65 and 75 degrees.
 - V. Provide space and seating for activities for up to the number of participant slots as identified in Section 4.2.B.;
 - VI. Provide space for private consultations to maintain confidentiality of records and discussions that relate to individual participants.
 1. Space for private consultations will be made available to contract or other DFA staff to conduct drop-in meetings with NHEP participants, in addition to meeting the needs of the service providers located at the combined service model facility.
 2. The facility layout should provide for contiguous space (if possible) for participants, private consultations and workspace that is as flexible as possible, such as portable walls that can be reconfigured to accommodate more participants if necessary

³ DFA reserves the right to reduce the number of delivery sites with sixty-day (60) advanced notice.

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3. The contractor will be responsible for moving the equipment from the existing CSP sites to the twelve (12) sites (if different from current sites). The contractor's worksites must have sufficient space to house all existing equipment and materials.

VII. All sites must meet all Americans with Disabilities Act requirements for handicapped accessibility and have adequate parking for participants and staff. Each worksite shall also have conference room meeting space for the program, DHHS staff, and other individuals as appropriate, to hold participant meetings or FANF-related meetings when necessary.

VIII. Staffing Requirements

- A. The contractor shall provide a staffing plan that demonstrates foreign language proficiency and racial, ethnic, and cultural diversity sufficient to serve the target population. Each staff member must be able to demonstrate an understanding of and direct experience with the target population as well as a willingness to work creatively with participants to meet their needs and help them resolve their barriers.
- B. The contractor must provide staffs assigned to this program that shall, at minimum, meet the following requirements:
 - I. Is of a sufficient number to deliver the contracted program services and continue to do so without interruption due to vacations, sickness, or vacancies. DFA reserves the right, with a 60 day notice, to make adjustments in staff allocations and worksite assignments;
 - II. Has a job title, and specified duties and responsibilities attached to program delivery;
 - III. If in a full-time position, works a 37.5 hour work week;
 - IV. Whose criminal background check does not reveal violations or convictions that could adversely affect the participants served under this program;
 - V. Have read and signed a completed Statement of Confidentiality; and
 - VI. Adhere to the DFA Code of Ethics.
- C. The contractor must provide and assign staffs, at minimum, for the following program roles and responsibilities. It is important to note that all staff will be required to provide coverage of services at the CSP on a, no less than biweekly, rotating basis in the overall operation of the CSP when possible.
 - I. .67 FTE to serve as CSP Administrator with a Masters degree in social work, psychology, education, or business/public administration or a related field and a minimum of five (5) years experience working with job readiness training, teaching, community organization/outreach, program development or administrative supervision; or

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- II. Bachelor's degree in social work, psychology, education, or business/public administration or a related field and a minimum of seven years experience working with job readiness training, teaching, community organization/outreach, program development and administrative supervision.
- III. The responsibilities of the CSP Administrator shall include, but not be limited to:
 1. Providing contract development, negotiations, monitoring and program evaluation;
 2. Coordinating statistical, financial, program evaluation, site capacity reporting, and other reporting requirements for the program;
 3. Providing training and supervision for all direct service personnel, including subcontracted staff, in the conduct of the program;
 4. Working with NHEP teams and DFA to support and coordinate the referral process statewide;
 5. Providing an ongoing system of program evaluation to ensure program quality and effectiveness;
 6. Guiding and direct the development of effective and responsive community partnerships;
 7. Guiding and direct staff activities with community resources, NHEP, CSP Administration, child care resources, transportation providers and employers to ensure there is a collaborative approach to the provision of services to participants;
 8. Monitoring the accuracy of participant work verification; and
 9. Other duties as agreed to through negotiation with DFA.
- IV. Two (2) FTE to serve as Regional Program Managers with a Masters degree in social work, psychology, counseling, education, or business/public administration or a related field and a minimum of five (5) years experience working with job readiness training, teaching, community organization/outreach, program development, and administrative supervision; or
- V. Bachelor's degree in social work, psychology, education, or business/public administration or a related field and a minimum of seven years experience working with job readiness training, teaching, community organization/outreach, program development, and administrative supervision. This position reports directly to the CSP Administrator.
- VI. The duties of the CSP Regional Program Manager shall include, but not be limited to:
 1. Providing statewide technical assistance to CSP Coordinators, monitor the application of policy and

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- procedures by direct service staff, the achievement of performance goals and the quality of services provided by the CSP Coordinators;
2. Providing back-up coverage for CSP Coordinators during periods of absence or need;
 3. Conducting annual performance evaluations in consultation with the CSP Administrator, the for CSP Coordinators and provide assistance in coordinating services between NHEP ECS and CSP Coordinators
 4. Assisting the CSP Administrator in the hiring and training of CSP Coordinators;
 5. Mediating and resolve differences or conflicts between NHEP participants and CSP Coordinators and involving the applicable NHEP ECS as needed, attend local NHEP partner meetings, networking events, DFA training sessions, statewide team meetings, or other events as assigned;
 6. Communicating with program and direct service staff to provide clarification of policies, introduction of program changes and to respond to questions, ensure that CSP Coordinators accurately maintain and update the New HEIGHTS computer system by adhering to NHEP requirements and other official releases.
 7. Ensuring that community service projects are carried out appropriately and that sponsoring agencies are satisfied with the project's outcome, and other job duties as assigned by the CSP Administrator.
- VII. One .60 FTE to serve as NHEP Operations Manager with a Bachelors degree in social work, psychology, education, or business/public administration or a related field and two (2) years job development and employer outreach; with
1. Experience in supervising program staff that: assist individuals in finding employment, knowledge of the principles and methods of assessment and career counseling; experience and/or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve individuals; experience with, and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development and public relations with employers. This position reports directly to the CSP Administrator.
- VIII. The duties of the NHEP Operations Manager shall include, but not be limited to:-
1. Responsible for the overall development and coordination of OJT and WEP development and placement services, develop materials for and participate in "job fair" planning



and events that offer opportunities for employers and NHEP participants to meet and discuss employment;

2. Creating and submit monthly reports to the DFA Business and Industry Coordinator (BIC) to measure performance of these accountabilities, provide Statewide technical assistance to OJT-CJS, monitor the application of policy and procedures by direct service staff, the achievement of performance goals and the quality of services provided by the OJT-CJS;
 3. Providing back-up coverage for OJT-CJS during periods of absence or need, conduct annual performance evaluations in consultation with the DFA BIC for OJT-CJS, provide assistance in coordinating services between NHEP ECS and OJT-CJS;
 4. Assisting the CSP Administrator in the hiring and training of OJT- CJS, mediate and resolve differences or conflicts between NHEP participants and OJT-Community Job Specialists and involving the applicable NHEP ECS as needed;
 5. Attending local NHEP partner meetings, networking events, DFA training sessions, statewide team meetings, or other events as assigned, communicate with program and direct service staff to provide clarification of policies, introduction of program changes and to respond to questions, and other duties as assigned by the NHEP Program Administrator.
- IX. Two (2) FTEs to serve as CSP OJT Developers with a Bachelors degree in Marketing or Business Administration or related field. Minimum two (2) years experience in career counseling, recruiting candidates, marketing to employers and job development with demonstrated placement success; with
1. Experience in job task analysis; marketing of OJT Programs and various work program related services and training incentives to area private sector businesses, non-profit organizations, industries, associations, faith-based organizations, and local town/city departments through statewide presentation meetings, employment networking events and job fairs. This position reports directly to the NHEP Operations Manager.
 2. Job duties include but are not limited to:
 - a. Developing OJT opportunities for NHEP participants and increasing the knowledge and understanding of the NHEP goals and the need for business leadership and collaboration in this process;
 - b. Performing cold calls and following up on any leads provided by NHEP Operations Manager, DFA Business & Industry Coordinator, NHEP Program Administrator or

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- local NHEP teams or CSP staff, conduct ongoing business outreach statewide for the purpose of matching NHEP participants with employers for On-the-Job Training opportunities;
- c. Attending business led meeting/functions (e.g., Chamber of Commerce meetings, breakfast forums, etc.) for the purpose of marketing NHEP participants to prospective employers, attend employment expos, job fairs, etc., including setting up an information booth if appropriate, educate employers on the various incentive and tax relief options available to employers;
 - d. Becoming proficient with traditional employment resources, including state and/or local labor market trends as well as NHES resources to include the ELMI, ONET and NH Network online services to identify potential employment growth opportunities that may be of benefit to participants;
 - e. Disseminating new job/OJT prospects to NHEP teams and CSP staff in order to increase employment opportunities for NHEP participants statewide, provide OJT presentations to CSP classrooms to increase OJT awareness and referrals to NHEP participants and staff, act on all referrals for placement services from the local NHEP teams and CSP staff in a timely manner;
 - f. Marketing OJT program to local businesses and non-profit organizations in demand occupational areas to engage as NHEP OJT sites, arrange interviews with OJT employers for NHEP participants;
 - g. Preparing and executing detailed and accurate OJT contracts with employers according to NHEP, NHES, and DOL expectations and regulations, monitoring of participant progress at the OJT work site, and other duties as assigned by the NHEP Operations Manager.
- X. Sixteen (16) FTEs to serve as Combined Services Program Coordinators that have a minimum of a Bachelors degree from an approved college or university and a minimum of two (2) years of professional work experience in social work, counseling, education, staff training, employee development, or human resources; with
- 1. Experience in assisting individuals in finding employment, knowledge of the principles and methods of assessment and career counseling; experience or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve individuals. Experience with and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development and public relations with employers, and

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experience in classroom or group instruction. This position reports directly to the CSP Regional Program Supervisor.

2. Job duties include but are not limited to:
 - a. Providing orientation to NHEP participants entering the CSP, provide a vocational assessment for each NHEP participant and prepare a summary of the assessment results to be provided to the NHEP ECS;
 - b. Teaching/facilitating classes and activities in the areas identified in Section 4.3 of the RFP using a variety of teaching and communication techniques including, computer-based models that allow individuals to work independently and/or demonstrate proficiency by testing-out of certain competency areas;
 - c. Identifying job ready participants and assisting them to conduct a professional job search leading to employment;
 - d. Monitoring job search efforts of participants in the job search activity by knowing the local labor market in order to refer participants to appropriate employers, referring participants to available jobs, following up with job leads and job interviews, and participating in mock interviews aimed at increasing job interviewing skills.
 - e. Identifying and developing on-site WEP opportunities in fields such as health, social service, environmental protections, education, urban and rural redevelopment, welfare, recreation, public safety and child care, in collaboration with local non-profit agencies, faith-based organizations, local government entities or other community agencies;
 - f. Obtaining, executing and delivering structured programs, embedded activities and community services projects, monitor participant attendance and inform the NHEP ECS on a daily basis of any NHEP participant attendance issues or absences;
 - g. Accurately tracking and verifying individual NHEP participant participation in program, and provide verification documentation to the NHEP ECS, prepare and provide to the NHEP ECS regular individual participant progress reports that include: written observations of the participant's performance, a summary of the participant's progress in the program, and recommendations for subsequent NHEP activities appropriate for the participant.

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- h. Facilitating participant's engagement with and use of other community resources, while assisting participants in resolving obstacles to participation that may arise during his/her attendance in the CSP;
 - i. Completing written casework documentation as defined in the resulting contract; and attending scheduled staff training and meetings, meetings with the local NHEP team, and local partner meetings.
- XI. Ten (10) FTEs to serve as OJT-Community Job Specialists with a Bachelors degree from an approved college or university in social work, psychology, counseling, education or business administration or a related field. Minimum of two (2) years of professional work experience in counseling, teaching, social services or business involving career counseling, employee development, social work or human resources; with
- 1. Experience in assisting individuals in finding employment, knowledge of the principles and methods of assessment and career counseling; experience or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve. Experience with and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development and public relations with employers. This position reports directly to the Regional Program Supervisor position.
 - 2. Job duties include but not limited to:
 - a. Identifying, developing and marketing OJT and WEP opportunities in local non-profit agencies, faith-based organizations, local government entities, and other business and industry entities to develop work experience host sites;
 - b. Participating and/or presenting the work skills training/work experience program orientations, work with the CSP Coordinators in assessing NHEP participant skills and interests and assist NHEP participants in selecting and securing appropriate work experience placement;
 - c. Executing OJT and WEP agreements between NHEP participants and host sites for no more than sixteen (16) weeks unless approved by DFA, arrange NHEP participant interviews with OJT/WEP host sites, provide NHEP participant orientation to OJT/WEP host site;
 - d. Monitoring NHEP participant progress at OJT/WEP, provide job coaching and arrange workplace mentoring for NHEP participants at the OJT/WEP host site, mediate and provide problem resolution to remedy issues experienced by the OJT/WEP host and/or the NHEP participant;



- e. Communicating to the NHEP ECS any NHEP participant needs for support services and to address any remedial action or sanctions needed to remediate NHEP participant behavior or performance issues experienced by the host site employer;
 - f. Collecting and submitting weekly to the NHEP ECS NHEP participants work verification documentation, collect and review work experience host site evaluations at 4 (4) weeks to assess participant progress, and at ten (10) weeks to determine the appropriateness of extending the WEP agreement at the same site
 - g. Providing assistance as needed to the NHEP ECS in preparing the NHEP participants to transition from WEP to OJT or into other countable NHEP work activities to ensure continued participant engagement toward meeting federal work participation requirements;
3. Maintaining active WEP and OJT host site placement reports on a weekly and monthly basis, discusses career interests with NHEP participant in order to provide an appropriate and meaningful WEP or OJT placement, and other duties assigned by the Regional Program Supervisor.
- XII. One (1) FTE CSP Program Resources Coordinator acts as an internal mentor and consultant to CSP Coordinators in identifying, recommending, and promoting continuous improvement in the CSP program curricula, instructional methods, and participant assessment tools. The position requires a Master's degree from a recognized college or university in social work, psychology, counseling, education, business administration, or a related field. Minimum of four (4) years of professional work experience in counseling, teaching, social services, or business involving curriculum development, career counseling, employment development and training, or human resources. Alternately, a Bachelor's degree in the above major disciplines along with six (6) years experience in the above areas may be considered. The Program Resources Coordinator must possess extensive knowledge of teaching methods, educational standards, and adult learner assessment methods (e.g. TABE, CASAS); experience in classroom or group instruction; extensive knowledge of the education/training needs and barriers of low income adult learners; experience developing and writing comprehensive education and/or training programs for adult learners; experience in assisting individuals in finding employment; knowledge of career counseling principles and practices; experience working with low-income populations or hard-to-serve individuals (e.g., limited English Speaking, learning disabled); and experience researching data/information to solve program-related problems.

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1. Job duties include but not limited to:
 - a. Review, update, maintain, and provide technical assistance to CSP Career Center staff on all curricula and workshop content for major activities of the Program, including Job readiness, Job Search, Job Club, Work Skills Training, and CWEP Embedded Training. Prepare report of observations, and recommend any improvements to CSP Regional Program Managers.
 - b. Keep current with the latest job readiness and job search strategies.
 - c. Research and develop new Career Center curriculum content as appropriate. Act as the archivist and 'gate-keeper' for the distribution of all curriculum updates to Career Center staff.
 - d. Coordinate information and keep current on all vocational assessment tools used by CSP Coordinators, including CASAS, TABE, WorkKeys, etc.
 - e. Help develop marketing strategy to promote WorkKeys and National Career Readiness Certificate (NCRC).
 - f. Observe curriculum delivery, Job Club, Service Bureau, and related activities at Career Centers and recommend strategies or options for continuous improvement relative to participant abilities and vocational assessment job goals. Prepare report of observations, and recommend any improvements to CSP Regional Managers, NHEP Operations Manager, and SNHS NHEP Administrator.
 - g. Edit and publish quarterly CSP Career Center Newsletter
 - h. Research and maintain knowledge of developments in HI-Set (formerly GED), Adult Basic Education, and ESL. Propose approaches to complement these instructional efforts using CSP contract resources and equipment.
 - i. Work with the Career Pathways Specialist to identify appropriate education/training programs that match the NHEP participant's vocational assessment and long-term career goals.
 - j. Research and analyze labor markets to identify employer needs and labor shortages requiring specific Work Readiness and job skills needed to meet area labor demand.

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- k. With supervisor approval, provide instruction as a substitute CSP Coordinator in staffing shortage situations.
- l. Assist in the development and management of the on-line *NHEPWPS Standard Operating Procedures (SOP)*;
- m. Advise Career Center staff regarding NHEP participants with potential learning difficulties, recommend needed accommodations to ECS and WPS Coordinator, and if requested, assist in connecting them to appropriate services.

XIII. One (1) FTE to serve as Combined Service Program Assistant with an Associates Degree or higher and two (2) years experience as an Administrative Assistant or Project/Program Assistant; or a combination of a High School Diploma (or GED) and four (4) or more years of experience as an Administrative Assistant or Project/Program Assistant may be considered. Knowledge of modern office practices, procedures and equipment. Knowledge of English, spelling and arithmetic. Knowledge of office record keeping and reporting. Some knowledge of the principles and practices of public administration. This position reports directly to the CSP Administrator.

- 1. Job duties include but not limited to:
- 2. Use Microsoft Word and Excel, or required database software to produce correspondence and ad hoc, monthly, and quarterly financial or program-related reports; use e-mail to communicate with internal and external contractor staff and distribute reports and documents via same;
- 3. Designing and/or update various CSP Statewide Reports in accordance with contractual guidelines at the start of each State Fiscal Year, provide technical support and training to program staff to ensure accurate and complete reporting.
- 4. Collecting and reviewing local reports from CSP staff and use Excel to compile Statewide CSP statistical reports on a monthly, weekly, or annual basis, use New Heights case management system to research TANF participant information and support program operations; assist staff in resolving technical issues pertaining to New Heights access and use.
- 5. Entering and/or maintaining participant-related data (such as demographic, program status changes, etc.) in the electronic customer database and produce reports as requested, maintain, revise, and distribute CSP policies, directives, and procedures per supervisor instruction;



6. Coordinate with the contractor and the NHEP staff for training logistics and to arrange conference space, travel directions and plans for the NHEP Program Administrator or assigned staff, facilitate purchase of equipment and office supplies for the CSP and maintain related records.
7. Processing and tracking payments for interpreting services in the CSP, maintain and distribute the CSP staff contact list, attend NHEP staff meetings as requested, present a professional and positive image as an agency representative, perform such other work-related activities as required by the NHEP Program Administrator or their designee.

IX. No or Limited-English Proficiency Combined Service Program Component

- A. The contractor shall provide sufficient culturally and linguistically appropriate supports/services to ensure equal access in all aspects of this contract.
- B. In an effort to best meet the specialized need of those individuals, that are unable to effectively engage in work program services due to potential cultural or linguistic barrier, as part of the general scope of service, Statement of Work, the contractor specifically serve a culturally and linguistically diverse population. The contractor shall be responsible for the provision of these services that will be delivered as part of a combined service program.
- C. The goal of this statewide no or limited-English proficiency component is to ensure that those individuals who have no or limited-English proficiency have the same opportunity, through a combined service program, to gain the necessary knowledge, skills, and abilities to effectively engage New Hampshire's predominately English speaking employment labor market.
- D. In order to most effectively prepare no or limited-English proficient individuals with long term skills to navigate the employment environment in New Hampshire labor markets, the contractor will ensure the provision of curricula that both enhance participant immersion in predominantly English-speaking activity environments and also provide to the extent possible for minimum on-site coaching staff. Curricula will include either individual or group activities such as CWEP, AWEP, English as a second language training, job skills training, job readiness, and other activities.
- E. Additionally, the contractor will provide a curriculum that allows for both individual and group AWEP and CWEP emersion into predominately English-speaking work environments that ultimately promotes self-sufficiency in local labor markets.
- F. The contractor will ensure the provision of a statewide language assessment tool to allow for more defined case management and work program services.
- G. The contractor will provide specialized services as relates to a no or limited-English proficiency population, and/or through a contractual agreement with a sub-contracted agency, for all or a portion of said services as stated in Section 4.3 of the RFP.
 - I. One (1) LEP CSP Coordinator; minimum qualifications to include:

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1. A Bachelors degree from an approved college or university in social work, psychology, counseling, education or business administration or a related field. A minimum of two (2) years of professional work experience in counseling, teaching, social services or business involving career counseling, employee development, social work or human resources; with experience assisting individuals in finding employment, integrating a no or limited-English proficient population into a culturally different labor market, knowledge of the principles and methods of assessment and career counseling; experience or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve individuals (e.g., no or limited-English speaking, learning disabled).
 2. Experience working with refugees and/or immigrants and the agencies that serve them; experience with and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development with a no or limited-English proficient population, and public relations with employers, and experience in classroom or group instruction.
- II. Job duties include but not limited to:
1. Teaching/facilitating classes and activities in the areas identified in Section 4.3 of the RFP using a variety of teaching and communication techniques including computer-based models that allow no or limited-English speaking participants to work independently and/or demonstrate proficiency by testing-out of certain competency areas, to include basic computer Skills, e.g., (keyboarding; internet; and e-mail);
 2. Coordinating and directing the operation of the Service Bureau, a Community Service activity, that provides participants (trainees) with on-site and off-site work assignments to gain skills for entry into the local labor market and adherence to existing cultural aspects of the local labor market skills, telephone skills, and workplace survival skills;
 3. Providing NHEP activity services including interviewing skills, tailored resume development & writing, networking techniques, and job search methods, conduct weekly orientation of no or limited-English speaking individuals entering the program; collects baseline data on participants skill level, coordinate with CSP Coordinators and supervises no or limited English speaking individuals CSP activities;
 4. Monitoring of no or limited-English speaking individual attendance and informs the NHEP ECS of any participant attendance issues; accurately tracks and verifies individual no or limited- English speaking individuals work participation in the CSP;

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5. Entering select data in New Heights; and provides verification documentation to the local NHEP - ECS, tracks and documents no or limited-English speaking individual progress through the CSP and Service Bureau learning modules;
6. Communicating with the NHEP ECS to address no or limited-English speaking individual barriers to employment requiring support services and/or to address any remedial action or sanctions needed to cure participant behavior or performance issues in the CSP, review of no or limited-English speaking individual evaluations to improve effectiveness of CSP activities;
7. Assisting the NHEP ECS in preparing the no or limited-English speaking individuals for transition into a WEP, OJT, and/or other countable NHEP work activities;
8. Ensuring continued participant engagement toward meeting federal work participation requirements, coordinate with CJS to review Orientation assessment materials, to develop a pertinent Work Activity Plan with the no or limited-English speaking individuals, and to select an appropriate WEP Host site;
9. Administration of a language assessment to determine the level of English proficiency of no or limited-English speaking individuals;
10. Assisting the CJS in developing and placing no or limited-English speaking individuals in appropriate area WEP or OJT opportunities that will build their occupational skills and increase their ability to enter the job market;
11. Assisting as needed in the coordination of services between the NHEP Local Teams and the CSP, provide full coverage for and/or additional support to on-site staff, and other duties as assigned.

H. The Bureau Chief of the DFA Bureau of Welfare to Work (BWW), or his or her designee, reserves the right to participate in the hiring process and/or approve all staff that work under this contract.

I. All employees operating under the provisions of the resulting contract shall, in addition to their own reporting requirements, report to the individual designated by the BWW Bureau Chief. DFA reserves the right to remove any contracted employee from the program for unsatisfactory services.

II. Any sub-contracted staff shall be identified as such by the contractor, and shall meet or exceed the staffing requirements articulated herein. DFA reserves the right, with sixty-day (60) advanced notice, to disallow sub use when the sub's handling of staffing concerns is not satisfactory to DFA.

X. Program Exit Guidelines

A. CSP participants will exit the WEP program when one of the following conditions is met:

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- I. Successful completion of all activities;
 - II. Employment of 20 or 30 hours or more, per week, based on the participant's required hours to meet federal participation;
 - III. Financial Assistance for Needy Families (FANF) closes; and/or
 - IV. The CSP is deemed inappropriate for the participant through consultation with the NHEP team member by whom the participant has been referred to the CSP.
- B. Participants' attendance, progress deficiencies, and/or behavioral issues that constitute noncompliance, or affect the safety or welfare of other participants, will require consultation with the NHEP ECS to determine continued participation or termination from the CSP. In the instance of disagreement between NHEP and the CSP as to the disposition of the participant, the Bureau Chief of Welfare to Work or their designee will make the final decision for termination from the CSP.
- C. To promote the successful transition of participants from TANF assistance into long-term unsubsidized employment through the provision of Federal work activities including: vocational assessment, job readiness, job search, community service, work experience, OJT, and job skills training directly related to employment. All performance measures reports are to include the specific data sets to substantiate the outcomes being reported. The successful bidder must meet the following performance measures outcomes of the program:
- D. All participants, including those designated as having no or limited-English proficiency, shall successfully exit contracted services. An individual that has completed all their hours as assigned, and/or has left for employment, or moved into another approved activity defines a successful exit. Individuals that have not completed the hours as assigned due to leaving the program early of their own volition, and/or have been placed in noncompliance/sanction, or have not be granted an excused absence, are not counted as part of the denominator for a successful exit.
- I. Job readiness:
 1. 80% of participants shall complete a vocational assessment specifying short and long-term career plan per Section 4.3;
 2. 80% of participants shall receive a WorkKeys certification per Section 4.3;
 3. 80% of participants shall exit the program with the necessary job search tools, including an up-to-date resume, completed application, job search and job interviewing skills per Section 4.3 of the RFP.
 - II. Job search:
 1. 80% of participants that complete the activity shall demonstrate the ability to conduct an individualized job search using standardized job search tools per Section 4.3.
 - III. Community service:

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1. 80% of participants who have participated in community service placements shall demonstrate the obtainment of work skills to increase employability;
2. 60% of participants in community service placement shall transition directly into an OJT or unsubsidized employment.

IV. Work experience:

1. 80% of participants who have participated in work experience placements shall demonstrate the obtainment of work skills to increase employability;
2. 60% of participants in work experience placement shall transition directly into an OJT or unsubsidized employment.

V. On-the-job training (OJT):

1. 90% of participants who enter an OJT shall remain employed for the entire length of the OJT contract period;
2. 90% of participants completing OJT contracts shall continue to be in unsubsidized employment 12 months from the end of the contract.

VI. Job skills training directly related to employment:

1. 80% of participants who complete job skills training activity shall demonstrate the work skills necessary for the employment through completion of related curriculum and reported satisfactory performance in CSP activities per Section 4.3.

VII. General Program Measures

1. 80% of received participant satisfaction surveys will have an overall score of 15 or above.
2. Vocational assessment results must be completed within five business days from enrollment into the CSP.
3. Maintain a minimum of 500 WEP host sites, with no less than 200 of those being active each month, for the length of the contract. An active WEP host site is defined as having been utilized within the past 180 days;
4. Maintain a minimum of 125 participants in active WEP placement slots each month. An active WEP placement slot is defined as having been utilized within the past 180 days;
5. Develop a minimum of 60 OJT placements over the course of the contract, with no more than 10% of placements being de-obligated.

- E. The contractor must demonstrate achievement of on-going progress towards the above performance measure outcomes, reporting on a monthly basis and otherwise meet the requirements set forth in the contract. All performance measures reports are to include the specific data sets to substantiate the outcomes being reported. In the event contract requirements are not met, the contractor shall provide DFA with a detailed corrective action plan within (30)



thirty days of notification. Corrective action plans shall be subject to DFA approval. If after approval and implementation, the contractor remains out of compliance, DFA reserves the right to take the following actions: withhold payment, amend the corrective action plan, and/or may terminate the contract, or any portion thereof, with sixty-day (60) advance written notice.

XI. Reporting Requirements

A. The contractor shall develop program reporting requirements and the related timeframes necessary for meeting those requirements, as approved by DFA. A separate report shall be provided specific to those participants that have been designated as having no or limited-English proficiency. Reporting requirements for each activity shall include but not be limited to:

I. The contractor shall provide the following reports to include, but not limited to:

1. Statewide CSP Monthly Vocational Assessment Reports
2. Enrollments for vocational assessments
3. Completion of all vocational assessments and any related certificates earned.

II. Statewide CSP Attendance Report

1. Daily to NHEP Teams
2. Monthly to Welfare to Work Bureau Chief
3. Statewide CSP Weekly Capacity Reports to NHEP Teams and Welfare to Work Bureau Chief
4. Statewide CSP Monthly and year-to-date Critical Measures to include, but not limited to:
 - a. Number of enrollments to the CSP and an accounting of activity utilization.
 - b. Number/reason of participants exiting CSP services
 - c. Exits from the CSP, due to employment, to include but not limited to:
 - i. Occupation (Job title)
 - ii. Number of weekly hours
 - iii. Hourly Wage
 - iv. Standard Occupational Code
 - d. Statewide CSP Weekly WEP host sites and slots availability (active and inactive)
 - e. Statewide CSP Monthly OJT to include but not limited to:
 - i. Occupation (Job title)
 - ii. Number of weekly hours
 - iii. Hourly wage

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- iv. Standard occupational code
 - v. Length of the contract with costs
 - vi. Specific vocational preparation code
 - f. Statewide CSP on-site WEP to include but not limited to:
 - i. Number of on-site CWEP projects monthly and year-to-date including:
 - Number of projects (non-duplicative or recurring)
 - Number of project hours (non duplicative or recurring)
 - Number of participants engaged (non duplicative or recurring)
 - Name of agencies requesting projects
 - Identification of skills to be acquired per project
 - g. Statewide CSP WEP to unsubsidized employment report to include, but not limited to:
 - i. Occupation (Job title)
 - ii. Number of weekly hours
 - iii. Hourly wage
 - iv. Standard occupational code
 - v. Specific vocational preparation code
- B. The contractor shall provide monthly and year-to-date (or as otherwise stated below) program reporting to include:
- I. Reporting individual progress reports to the responsible NHEP ECS at least bi-weekly;
 - II. Number of participant referrals to the program by individual NHEP ECS;
 - III. Number of enrolled participants identified as having a potential language barrier as well as other communication barriers;
 - IV. Number of enrolled participants identified as having a potential learning disability or difficulty;
 - V. Summary of waiting lists by location showing the additions and deletions from the waiting list since the last reporting period.
 - VI. A report for participants for whom Tests of Adult Basic Education (TABE) tests are administered with the basic scores of the test identified. This report will be submitted by service location site and individual NHEP participant;
- C. DFA reserves the right to adjust reporting requirements with a sixty-day (60) notice in order to improve the documentation of program services and outcomes.

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- D. All reporting requirements shall be provided to DFA in a format developed in conjunction with DFA and in a system that is developed by the contractor with DFA approval⁴.

⁴ DFA currently funds data collection systems for TANF-related contracted services. DFA reserves the right to retain the current systems and to require the contractor on-site to collaborate on their use.



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit C

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit C



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

2-23-14
Date

Contractor Name:

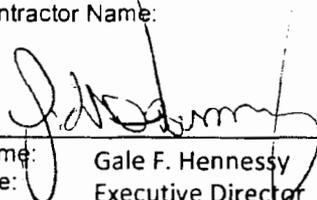

Name: Gale F. Hennessy
Title: Executive Director

Exhibit C

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials DM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

02-23-15
Date

Contractor Name:

Gale F. Hennessy
Name: Gale F. Hennessy
Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials A-23-K

Date 02/23/15



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9330 1-800-852-3345 Ext. 9330
FAX: 603-271-4637 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

G&C Approved
Date 5/1/13
Item # 37B
April 15, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to enter into a contract with Southern New Hampshire Services, Inc., 40 Pine Street, Manchester, NH 03301 (Vendor #177198), to provide staffing, employment and training services as required by the New Hampshire Employment Program, in an amount not to exceed \$9,304,228.96, effective July 1, 2013, or date of Governor and Council approval, which ever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from the Governor and Executive Council.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVSC, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Table with 4 columns: State Fiscal Year, Class/Account, Class Title, Current Modified Budget. Rows include 2014, 2015, and Total.

EXPLANATION

This contract will allow the Division of Family Assistance to provide staffing, employment and training services as required by the New Hampshire Employment Program. These services shall be provided by the contractor's staff to New Hampshire residents who receive funds through the Federal Temporary Assistance to Needy Families Program, as defined in 45 CFR 261 - Ensuring That Recipients Work. The goal is to move residents receiving program funds towards self-sufficiency through the dignity of unsubsidized employment. Program participants may also have no or limited English proficiency, thereby requiring additional culturally and linguistically appropriate support/service to ensure access to all aspects of the New Hampshire Employment Program.

Should Governor and Council not approve this award, the Division of Family Assistance faces a federal penalty of between \$2 million dollars and \$4 million dollars for any year in which it does not meet federal

welfare to work participation outcomes as defined in Federal Regulation 45 CFR 261.50. This penalty can escalate if the Division of Family Assistance fails to meet outcomes in consecutive years.

The vendors for the Staffing Services and Combined Services Programs were selected through competitive bid process. The Request for Proposal #13-DFA-BWW-STAFF-03 was issued September 19, 2012 and #13-DFA-BWW-CSP-05 was issued on October 3, 2012. These Request for Proposals were posted on the Department of Health and Human Services website and bidders conferences were held. Two experienced evaluation teams, each consisting of three (3) Department of Health and Human Services employees with knowledge of the program requirements; knowledge of business and financial management; and an understanding of the State Revised Statutes Annotated, Administrative Rules and the Division of Family Assistance policy governing the operation of the New Hampshire Employment Program evaluated these proposals. Southern New Hampshire Services was the highest scoring vendor for both the Staffing Services and the Combined Services Programs. The attached bid summary identifies the evaluators and their scoring of the proposal.

The contract performance requirements will be reviewed quarterly and will be based on the following benchmarks:

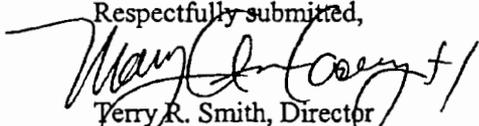
- The Division of Family Assistance shall designate the performance evaluation criteria, specific performance goals and outcome measures pursuant to RSA 167:77, New Hampshire Employment Program and Family Assistance Program and RSA 167:77-c, V, Outcome Measurement System.
- New Hampshire Employment Teams and individual members of the teams must meet no less than a 50% (fifty percent) "All Families" participation rate pursuant to RSA 167:77-a, Work Participation Rates, and 45 CFR 261.22, Work Activities.

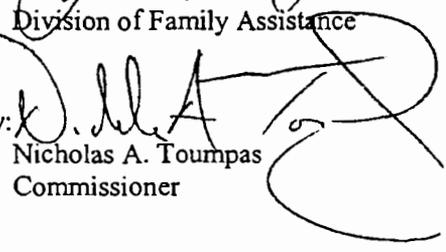
Area served: Statewide.

Source of Funds: 75% Federal Funds, 25% General Funds.

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

Respectfully submitted,


Terry R. Smith, Director
Division of Family Assistance

Approved by: 
Nicholas A. Toumpas
Commissioner

Bid Summary RFP # 13-DFA-BWW-STAFF-03

Evaluation Phase	Weight/Maximum Points	Southern New Hampshire Services, Inc.
I. Evaluation of Minimum Requirements	Pass/Fail	Pass
II. Corporation/Agency Organization and Project Staff	30% - 300 points	286
III. Scope of Work	50% - 500 points	428.7
IV. Cost Proposal	30% - 300 points	168.3
Total Score	100% - 1,000 points	883

RFP #13-DFA-BWW-STAFF-03 Evaluation Team

1. Karin Drewniak – Policy Writer, Division of Family Assistance, Program Operations, Policy Unit.
2. Karyl Provost – Administrator II, Division of Family Assistance, Support Services Unit.
3. Debra Bourbeau – Manager of the Data Management Unit, Division of Health and Human Services, Office of Finance.

Bid Summary RFP # 13-DFA-BWW-CSP-05

Evaluation Phase	Weight/Maximum Points	Southern New Hampshire Services, Inc.	Arbor E&T, LLC dba ResCare Workforce Services
I. Evaluation of Minimum Requirements	Pass/Fail	Pass	Pass
II. Corporation/Agency Organization and Project Staff	30% - 300 points	300	279.2
III. Scope of Work	50% - 500 points	481.7	430.3
IV. Cost Proposal	20% - 200 points	185	173.3
Total Score	100% - 1,000 points	966.7	882.8

RFP #13-DFA-BWW-CSP-05 Evaluation Team

1. Connie Manus – Business Administrator II, Department of Health and Human Services, Office of Finance.
2. Kerry Nelson – Administrator, Division of Family Assistance, Support Services Unit.
3. Lindsay Bubeau – Program Specialist II, Division of Family Assistance, Program Operations Unit.

Bid Summary RFP # 13-DFA-BWW-STAFF-03

In accordance with NH RSA 21-I:22-a and NH RSA 21-I:22-b, Requests for Proposals Section 3, Evaluation of the Proposals, details the following phases for evaluation to be considered for this proposal.

Evaluation Phase	Weight/Maximum Points	Southern New Hampshire Services, Inc.
I. Evaluation of Minimum Requirements	Pass/Fail	Pass
II. Corporation/Agency Organization and Project Staff	20% - 200 points	879
III. Scope of Work	50% - 500 points	890
IV. Cost Proposal	30% - 300 points	880
Total Score	100% - 1,000 points	2649/3 = 883

RFP #13-DFA-BWW-STAFF-03 Evaluation Team

1. Karin Drewniak – Policy Writer, Division of Family Assistance, Program Operations, Policy Unit.
2. Karyl Provost – Administrator II, Division of Family Assistance, Support Services Unit.
3. Debra Bourbeau – Manager of the Data Management Unit, Division of Health and Human Services, Office of Finance.

Bid Summary RFP # 13-DFA-BWW-CSP-05

In accordance with NH RSA 21-I:22-a and NH RSA 21-I:222-b, Requests for Proposals Section 3, Evaluation of the Proposals, details the following phases for evaluation to be considered for this proposal.

Evaluation Phase	Weight/Maximum Points	Southern New Hampshire Services, Inc.
I. Evaluation of Minimum Requirements	Pass/Fail	Pass
II. Corporation/Agency Organization and Project Staff	20% - 200 points	983
III. Scope of Work	50% - 500 points	961
IV. Cost Proposal	30% - 300 points	956
Total Score	100% - 1,000 points	2900/3 = 966.66

Evaluation Phase	Weight/Maximum Points	Arbor E&T, LLC dba ResCare Workforce Services
I. Evaluation of Minimum Requirements	Pass/Fail	Pass
II. Corporation/Agency Organization and Project Staff	20% - 200 points	853
III. Scope of Work	50% - 500 points	850.5
IV. Cost Proposal	30% - 300 points	945
Total Score	100% - 1,000 points	2648.5/3 = 882.83

RFP #13-DFA-BWW-CSP-05 Evaluation Team

1. Connie Manus – Business Administrator II, Department of Health and Human Services, Office of Finance.
2. Kerry Nelson – Administrator, Division of Family Assistance, Support Services Unit.
3. Lindsay Bubeau – Program Specialist II, Division of Family Assistance, Program Operations Unit.

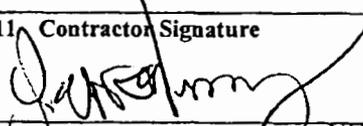
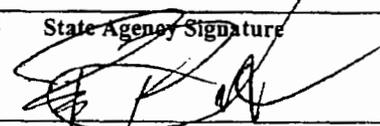
Subject: Combined Services Program and New Hampshire Employment Program Staffing

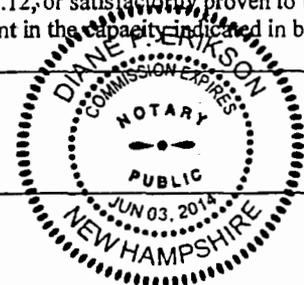
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division of Family Assistance		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, Inc		1.4 Contractor Address 40 Pine Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$9,304,228.96
1.9 Contracting Officer for State Agency Mary F. Miller		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> 4/12/13 On <u>4</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Diane P. Erikson, Notary Public</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Diane P. Erikson, Administrative Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Terry R. Smith, Director	
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) By: <i>Jeanne P. Herrick, Attorney</i> On: <i>20 Apr. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



Handwritten initials and date: 4-12-13

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

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 fifteen (15) 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

Contractor Initials: GAJ
Date: 4-15-13

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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: *CDX*

Date: *10/12/13*



Scope of Services

Combined Staffing and Combined Services Programs Scope of Service

#13-DFA-BWW-STAFF-03

1. General Terms and Conditions of Services
 - A. All Contractor employees operating under the provisions of this contract shall in addition to their own reporting requirements, report to the individual designated by the Commissioner of the Department of Health and Human Services who shall have authority for the Bureau of Welfare to Work (BWW).
 - I. The individual identified by the Commissioner of the Department of Health and Human Services shall also be directly responsible for the operations of the New Hampshire Employment Program and shall have oversight of this contract and the performance measurements contained herein.
 - II. In accordance with RFP#13-DFA-BWW-STAFF-03 issued September 5, 2012, this contract may be extended for two (2) 2-year periods without further competitive bidding.
 1. Extension of this contract is contingent upon the satisfactory performance by the SNHS of all services required.
 2. Extension of this contract is further contingent upon approval by the New Hampshire Governor and Executive Council.
 - III. Under this New Hampshire Employment Program (NHEP) Staffing contract, the SNHS, Southern New Hampshire Services (SNHS), will provide services to participants in the NHEP who are receiving Temporary Assistance for Needy Families (TANF). The contractor will:
 1. Provide management, direct service, and administrative staff to serve under the New Hampshire Employment Program (NHEP);
 2. Provide supervision of contract services and administrative staff to operate and support all aspects of central office and field office service delivery;
 3. Provide all NHEP team members and administrative staff with a cohesive link for Temporary Assistance for Needy Families (TANF) clients to other needed services by establishing relationships with other public, private and community agencies and organizations that provide a variety of resources and services to low income individuals and families;
 4. All of the contractor staff will provide services to participants according to the State of New Hampshire calendar of business days. Hours of operation will be 8:00 AM to 4:30 PM, Monday through Friday. Only with the expressed permission of DFA Management, may any of the offices be closed early, and/or the hours of operation changed.
 5. Inherent in meeting the requirements of this contract is the ability of the contractor to bring to NHEP the expertise, experience and knowledge to established statewide community relationships that will enhance and increase the NHEP ability to move low-income individuals to financial independence through employment.
 6. The Division of Family Assistance (DFA) is the single State agency that administers NHEP and retains final authority on all policy matters and NHEP communications.
 - IV. The contractor will be required to recruit and hire individuals with professional background, experience and expertise to provide the services required in this contract. This includes but is not limited to persons with proven knowledge and experience in the area of employment, labor market information and training services with the ability to motivate and inspire participants to attain and achieve their identified occupational short and long term career goals. The contractor's staff hired for or assigned to NHEP shall have experience that demonstrates proficiency in teamwork, communication and interpersonal skills.
 1. The contractor must provide staff assigned to this program that shall, at minimum, meet the following requirements:

New Hampshire Department of Health and Human Services
Exhibit A



- (a) Is of a sufficient number to deliver the contracted program services and continues to do so without interruption due to vacations, sickness, or vacancies. DFA reserves the right, as needed, to make adjustments in staff allocations and worksite assignments;
 - (b) Each of the contractor's staff shall have a job title, and specified duties and responsibilities attached to program delivery, however, all contractor staff shall also demonstrate the versatility to be cross trained in all areas of program position, functions and activities.
 - (c) If in a full-time position, works thirty-seven (37) and one-half (1/2) hours per week;
 - (d) The contractor's staff whose criminal background check does not reveal violations or convictions that could adversely affect the participants served under this program;
 - (e) The contractor's staff that have read and signed a completed Statement of Confidentiality; and
 - (f) Adhere to the DFA Code of Ethics.
- V. All of the contractor's staff assigned to the NHEP will have accountability to the DFA, Bureau Chief of Welfare to Work. In all matters of performance under this contract, the BWW Bureau Chief will have the highest level of authority and supervision.
- VI. The Bureau Chief of the DFA BWW, or his or her designee, reserves the right to participate in the contractor's hiring process and/or approve all of the contractor's staff that work under this contract.
- VII. All employees operating under the provisions of this contract shall, in addition to their own reporting requirements, report to the individual designated by the BWW Bureau Chief. DFA reserves the right to remove any contracted employee from the program for unsatisfactory services.
- VIII. Any sub-contracted staff shall be identified as such by the contractor, and shall meet or exceed the staffing requirements articulated herein. DFA reserves the right, with sixty (60) days advanced notice, to disallow sub-contract use when the sub-contractor's handling of staffing concerns are not satisfactory to DFA.
- IX. The contractor is required to make every effort to fill vacancies within six (6) weeks of the date of vacancy but no longer than ten (10) weeks from the date of vacancy. The contractor will be required to make arrangements for program services to be maintained during periods when vacancies or extended absences occur, through replacement or reassignment of staff. In the case of an extended absence for more than six weeks, a replacement or a reassignment shall be made at the discretion of the BWW Bureau Chief, or his designees.
- X. The contractor will be required to develop Standard Job Descriptions (SJD's) for each of the contracted full or partial positions that are specific to the background, experience, expertise and job duties of that position. DFA shall have the right to review and make recommendations to these SJD's.

The contractor will provide and maintain staffing levels as follows:

1. Seventeen (17) Full Time Equivalent (FTE) front-line staff to serve as Employment Counselor Specialists (ECS) of the NH Employment Program interagency teams.
 - (a) Full-time employment of ECS staff is thirty-seven (37) and one-half (1/2) hours per week.
 - (b) Minimum qualifications for ECS staff will be:
 - (i) Education: Bachelor's degree from an approved college or university with major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field; and
 - (ii) Experience: One (1) year of experience as an ECS Trainee or three years in social work, counseling, family services, education, staff training, employee development, employment counseling, recruitment, or human resources, or
 - (iii) Education: Associate's degree from an approved college or university with major study in social work, psychology, education, human services, sociology, counseling, behavioral science or a related field; and

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- (iv) Experience: Three (3) years of experience as an ESC Trainee or five (5) years in social work, counseling, family services, education, staff training, employee development, employment counseling, recruitment, or human resources; or
- (v) A combination of education and experience that demonstrates an ability to fulfill the duties of an ESC.
- (vi) This position reports directly to the Field Support Manager (FSM) with programmatic oversight by the NHEP Administrator.
- (vii) Duties of the ECS staff include:
 - 1. Provide group and one-on-one employment counseling to NHEP participants and conduct presentations at orientation sessions;
 - 2. Assess and evaluate an NHEP participant's work experience, education, aptitudes, interests, and personal characteristics to develop and write an employability plan with the participant and determine the degree of physical, social and emotional limitations to help the participant identify, understand and overcome barriers to employment;
 - 3. Provide employment focused case management services;
 - 4. Determine appropriate NHEP activities, including contracted services and referral to Workforce Investment Act (WIA) services as appropriate;
 - 5. Authorize NHEP program and support services;
 - 6. Monitor employability plans and provide case management services while the participant is eligible for NHEP and for the extended case management period after the closing of cash assistance;
 - 7. Apply the policy and procedures of the NHEP program as contained in the Precision Case Management- Field Workers Guide, training manual, policy releases, DFA Family Assistance Manual and clarifying memos;
 - 8. Attend training to maintain level of competency and expertise in policy and skills needed to effectively implement NHEP policy; keep abreast of local employment and training opportunities, labor market conditions, tools and resources; and become proficient in the use of the New HEIGHTS computer system.
 - 9. Develop and maintain ongoing working relationships with local and state agencies, community organizations, and employers to develop child care and transportation arrangements, activities supporting employment, support services and employment and training opportunities;
 - 10. Enter all NHEP activity information on the New HEIGHTS System in a timely manner;
 - 11. Support NHEP goals, objectives and team concept, and work collaboratively with other team members in the delivery of employment, training, barrier resolution, education, job preparation and support services; and
 - 12. Other duties as assigned by the Field Support Manager, NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.
- (c) NHEP ECS' will refer participants/applicants for participation in approved Federal activities. Depending on client need, program requirements and necessary federal participation hours required for clients to be in compliance, participants can engage in any and all activities for the required number of hours allowed per federal law at 42 USC 607, (c).
- 2. Three (3) FTE to serve as Field Support Manager (FSM) with oversight of one or more NHEP local teams.
 - (a) Full-time employment of FSM staff is thirty-seven (37) and one-half (1/2) hours per week.
 - (i) Minimum qualifications for FSM staff will be:
 - 1. Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling or behavioral science; and

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2. Six (6) years experience as a social worker or counselor in a public or private social service agency with three (3) years in a supervisory or management level position; or
3. A combination of education and experience that demonstrates an ability to fulfill the duties of a Field Support Manager.
 - (ii) This position reports directly to the NHEP Administrator with programmatic oversight by the Bureau Chief of Welfare to Work.
- (b) The duties of the Field Support Manager (FSM) are to:
 - (i) Communicate NHEP performance goals, standards and expectations to NHEP teams and supervisors;
 - (ii) Ensure correct application of NHEP policies and procedures;
 - (iii) Review individual and team performance and initiate corrective action to meet performance measures;
 - (iv) Provide policy support and clarification to local NHEP teams;
 - (v) Provide assistance and resources as needed for fair hearings;
 - (vi) Provide systems support to assure that New HEIGHTS procedures, work-around(s), changes, and updates are communicated to teams;
 - (vii) Consult with NHEP/New HEIGHTS Help Desk, and/or Bridges contact person, and/or Bureau of Data Management, and/or Child Development Unit;
 - (viii) Present to Program Administrators for discussion and clarification issues raised by the NHEP Local Teams; and
 - (ix) Conduct performance evaluations for ECSs and local supervisory staff.
 - (x) Act as the liaison when conducting, coordinating and facilitating communication meetings between NHEP and its contractor.
 - (xi) Other duties as assigned by the NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.
3. One (1) FTE to serve as BWW Operations Specialist (BWW-OS).
 - (a) Full-time employment of BWW-OS staff is thirty-seven (37) and one-half (1/2) hours per week.
 - (b) Minimum qualifications for BWW-OS staff will be:
 - (i) Bachelor's degree from a recognized college or university with major study in Human Services, Business, or Program Management. Each additional year of approved formal education may be substituted for one year of required work experience.
 - (ii) Three years professional or paraprofessional experience in program monitoring and evaluation. Each additional year of approved work experience may be substituted for one (1) year of required formal education; or
 - (iii) A combination of education and experience that demonstrates an ability to fulfill the duties of the BWW Operations Specialist (BWW-OS).
 - (c) This position reports directly to the NHEP Administrator, with programmatic oversight by the Bureau Chief of Welfare to Work.
 - (d) The duties of the BWW Operations Specialist is to:
 - (i) Conduct remote ECS case reviews in conjunction with the Field Support Manager, of local NHEP teams to ensure correct application of NHEP policies and procedures, effective Precision Case Management (PCM) practices & outcomes, meeting of performance measures (especially Client Participation Rates) and initiation of corrective action to meet performance measures.
 - (ii) Make recommendations for policy revisions based upon NHEP team input and Field Support Manager consensus;
 - (iii) Consult with NHEP/New HEIGHTS Help Desk, and/or BRIDGES contact person, and/or the DHHS Bureau of Data Management, and/or the DHHS Child Development Unit;
 - (iv) Address questions, and possible policy and systems conflicts through discussion within the Field Support Managers and the TANF unit, addressing

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- any identified changes that are needed with the Program Administrators, systems or policy staff as appropriate;
- (v) Review all available statistics and reports, including 'scrubbing' ECS caseloads to increase participation rates; research Exempt & Employed Reports;
 - (vi) Compare reports and statistics to performance measures and work with NHEP field staff to improve program performance, and review monitoring results from DHHS Quality Assurance Unit, if available;
 - (vii) Coordinate and organize documents & reports submitted from field staff; check for accuracy and consistency; enter data and record in designated application software (e.g., New HEIGHTS, Bridges); prepare BWW reports; and file documents appropriately;
 - (viii) Update and distribute electronically revisions to the PCM Manual. Track and report PCM outcome data;
 - (ix) Provide support to the BWW On-the-Job Training Program (OJT) supports to include: NHEP and WIA OJT contract monitoring, employer invoicing, client and employer site evaluations oversight; develop tracking sheets and other related information and disseminate identified information to NHEP field staff, compiling recidivism data and track OJT volume and outcomes. Use Word, Excel, or required database software to produce correspondence and ad hoc, monthly, and quarterly financial or program-related reports; use e-mail to communicate with internal and external customers and distribute reports and documents via same;
 - (x) Collect client caseload, exit, and outcome data (e.g., volume of Sanctions, number of open, closed, or denied cases); input transactions into Excel and/or New HEIGHTS database; and use Excel and New HEIGHTS data to update existing management reports or produce other ad hoc reports as needed;
 - (xi) Investigate and address concerns and complaints received from within DFA, outside agencies and contract agencies;
 - (xii) Other duties as assigned by the NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.
4. One (1) FTE to serve as Welfare to Work Program Assistant (WtW-PA).
- (a) Full-time employment of WtW-PA staff is thirty-seven (37) and one-half (1/2) hours per week.
 - (b) Minimum qualifications for WtW-PA staff will be:
 - (i) Associates Degree or higher and two (2) years experience as an Administrative Assistant or Project/Program Assistant; a combination of a High School Diploma (or GED) and four (4) or more years of experience as an Administrative Assistant or Project/Program Assistant may be considered; or
 - (ii) A combination of education and experience that demonstrates an ability to fulfill the duties of a WtW-PA; with
 - (iii) Knowledge of modern office practices, procedures and equipment. Knowledge of English, spelling and arithmetic.
 - (iv) Knowledge of office record keeping and reporting.
 - (v) Some knowledge of the principles and practices of public administration.
 - (c) This position reports directly to the NHEP Administrator. The duties of the WtW-PA is to:
 - (i) Coordinate production and flow of financial information between the vendor's fiscal office, the NHEP Administrator and DFA Contracts Administrator as requested;
 - (ii) Use Microsoft Word and Excel, or required database software to produce correspondence and ad hoc, monthly, and quarterly financial or program-related reports; use e-mail to communicate with internal and external agency staff and distribute reports and documents via same;

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- (iii) Design and/or update various NHEP and Statewide Reports in accordance with contractual guidelines at the start of each State Fiscal Year (SFY);
 - (iv) Provide technical support and training to program staff to ensure accurate and complete reporting.
 - (v) Collect and review local reports from NHEP staff and use excel to compile Statewide NHEP Statistical Reports on a monthly, weekly, or annual basis;
 - (vi) Use New HEIGHTS case management system to research TANF client information and support program operations; assist staff in resolving technical issues pertaining to New HEIGHTS access and use;
 - (vii) Enter and/or maintain participant-related data (such as demographic, program status changes, etc.) in the electronic customer database and produce reports as requested;
 - (viii) Maintain, revise, and distribute policies, directives, and procedures per supervisor instruction;
 - (ix) Facilitate purchase of equipment and office supplies and maintain related records.
 - (x) Process and track payments as needed.
 - (xi) Maintain and distribute the staff contact list, and other duties as assigned by the NHEP Administrator or the Bureau Chief of Welfare to Work, and/or their designee.
5. .33 FTE NHEP Administrator:
- (a) Full-time employment of the Administrator is in accordance with SNHS personnel policies governing this level of administration.
 - (b) Minimum qualifications for the Administrator will be:
 - (i) Bachelor's degree from an approved college or university with a major study in social work, psychology, education, human services, sociology, counseling or behavioral science; and
 - (ii) Six (6) years experience as a social worker or counselor in a public or private social service agency with three (3) years in a supervisory or management level position; or
 - (iii) A combination of education and experience that demonstrates an ability to fulfill the duties of the NHEP Administrator.
 - (c) The duties of the NHEP Administrator is to:
 - (i) Establish and monitor NHEP program objectives as directed by the Bureau Chief of Welfare to Work, and or his designee;
 - (ii) Make major policy decisions in collaboration with the Bureau Chief of Welfare to Work, and/or his designee;
 - (iii) Ensure interagency coordination in program development and problem resolution; Coordinate the delivery of NHEP policy and procedure training for NHEP teams;
 - (iv) Provide supervision of agency-related matters for the contract NHEP FSM, and the BWW Operations Assistant; and;
 - (v) Serve as the contract administrator and be responsible for the overall management and coordination of this contract.
 - (vi) The contractor shall oversee the contract on a day-to-day basis and shall be responsible for:
 - (vii) Ensuring that the contractor's staff carry out their functions described in this contract and the standard job descriptions, and adhere to project schedules, NH-DHHS policy and procedures, and performance measures and standards;
 - (viii) Interfacing directly with the Bureau Chief of Welfare to Work, and/or his designee, and the Contracts Administrator;
 - (ix) Providing data, information and reports to DFA as requested; and
 - (x) Other duties as agreed to through negotiation with DFA.

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2. GENERAL REQUIREMENTS

- A. The contractor must provide services described herein uniformly throughout the State of New Hampshire at locations designated by DFA.
- B. The contractor shall deliver services in accordance with the mission, goals, policies, and procedures of NHEP, along with applicable State and Federal Laws and Regulations as indicated in this contract, and the RFP, and shall train all the contractor's staff on the duties, responsibilities, requirements and provisions of this contract.
- C. The contractor will be required to accept all applicants and recipients referred by DFA in accordance with established NHEP policies.
- D. The contractor will be required to ensure that program requirements and philosophy are consistently applied to all participants and/or their families.
- E. The contractor must deliver services with a high degree of respect for the participants, sensitivity to their circumstances, and in a manner that builds self-esteem and motivation.
- F. The contractor staff will be required to attend meetings and/or training programs as required by DFA. Advance notice of meetings and training sessions, to the extent possible, shall be provided by DFA.
- G. The contractor will have the ability to maintain and preserve records and any other documentation in the SNHS' possession, that were used in the administration of the resultant contract, for a period of three years from the close of the Federal fiscal year in which the contract ends.
- H. The contractor acknowledges that all curriculums based material, employer and work experience development falls under the onus of DFA.
- I. The contractor is required to maintain the confidentiality of all participant information that is acquired, by any means including computer access, in accordance with DFA confidentiality requirements. The contractor will be required to insure that access to participant information is limited to only those contractor staff that have a need to know in order to perform their job duties. The contractor must also insure that all staff are trained on the DFA confidentiality requirements and that all of the contractor's staff sign a confidentiality statement attesting to the fact that DFA confidentiality requirements are understood and will be observed.
- J. The contractor must have the ability to respond to any state or federal audits under this contract within fifteen (15) calendar days after receiving the audit report, and initiate corrective action as necessary.

3. CONTRACT PERFORMANCE REQUIREMENTS

- A. Provision of Program Services
 - I. The contractor's staff hired under this contract are expected to administer program services as specified in the definitions of allowable activities as described in the Personal Responsibility and Work Opportunity Act of 1996 as amended by the Deficit Reduction Act of 2005 and federal regulations at 45 CFR 261.2 and adhere to any new passed federal legislation that may be enacted during the operation of a contract with DFA to provide these services. Should such legislation conflict with the Scope of Services, the parties will enter into good faith negotiations to reach mutual agreement on a contract addendum or amendment, and if applicable, seek Governor and Executive Council approval thereof;
 - II. Meet the conditions set forth under the Fair Labor Standards Act and State law found at RSA 167:77 – 167:92 and administrative rules pursuant to He-W 637.
- B. Work Participation Rates
 - I. NHEP Local Teams and individual members of the teams must meet no less than a 50% (fifty percent) "All Families" participation rate pursuant to RSA 167:77a, and 45 CFR 261.21. Federal law requires adherence to these rates and failure to do so results in a substantial financial penalty to the federal TANF block grant.
 - II. Participation rates are reported quarterly to the Federal government via their prescribed reports. These reports will be used to determine compliance with this performance standard. The data comes from New HEIGHTS as identified by field staff and monitored by the local office managers and the FSM.

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- III. Verification of the participant activities and documentation of good and satisfactory progress must be present in the participant case record and entered into New HEIGHTS.
 - IV. Implementation of this standard will be effective with the implementation of this contract.
 - C. Precision Case Management – Field Workers Guide
 - I. NHEP Team members are required to refer to and follow the procedural guidelines set forth in the BWW PCM – Field Workers Guide to ensure best case practice and program implementation effectiveness.
 - II. Team members will be evaluated for adherence to a best standard of practice, no less than once every twelve (12) months in a rolling calendar year.
 - III. FSMs are required to refer to and follow the procedural guidelines set forth in the BWW PCM – Field Workers Guide, and FSM Guide when available.
 - D. Evaluation of Performance
 - I. DFA shall designate the performance evaluation criteria, specific performance goals, and outcome measures to be utilized. Any deficiencies identified shall be presented and discussed with the NHEP Teams and FSMs, in conjunction with the NHEP Administrator, and the Bureau Chief of Welfare to Work, and/or his designee as needed.
 - II. Corrective action plans, if required, shall also be requested and reviewed by the NHEP Program Administrator and the Bureau Chief of Welfare to Work. The FSM are responsible for the implementation of corrective action to ensure that performance standards are met.
 - III. A DFA standardized ranking instrument shall be utilized during the operation of this contract period. Any of the following methods may be used, but are not limited to, by the FSMs or other designated individuals to verify performance:
 - 1. On-site observation;
 - 2. Review of management reports;
 - 3. Interviews with consumers;
 - 4. Federal and State monitoring of policies, procedures and Case management; and
 - 5. Random sampling of case records.
4. QUARTERLY EVALUATION REVIEWS
- A. A quarterly contract evaluation meeting shall take place with the NHEP Administrator, BWW Bureau Chief, Contracts Administrator, or designees, following the end of each quarter. The purpose of the meeting is to review and evaluate how well the requirements of the contract are being met, what changes, if any, are needed, and to jointly develop a plan of action for the remainder of the contract.
 - B. At the end of each quarter, a formal performance evaluation meeting will be held with the NHEP Administrator, BWW Bureau Chief, and TANF Administrator, or designees. The purpose of the meeting is to review and evaluate how well the NHEP teams are meeting the federal participation rates, the federal performance criteria and the performance criteria established by DFA Bureau of Welfare to Work. It is expected that informal performance meetings will be held on the remainder of the months. Each meeting shall result in a report that rates each of the performance areas and, if there are deficiencies, provides a corrective action plan to correct the deficiencies.

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to 4:30 PM Monday through Friday.¹ Only with the expressed permission of DFA Management, may any of the offices be closed early, and/or the hours of operation changed.

- VII. The contractor is advised that during the term of the contract, DFA reserves the right to modify services in this contract to conform to federal or state regulatory changes to the Temporary Assistance to Needy Families (TANF) Block Grant Program or the NHEP, or any other State and Federal related regulation.
- VIII. If changes to the scope of service are necessary as a result of regulatory
- IX. changes, the contractor and DFA will enter into good-faith negotiations of the services and the costs associated with the delivery of those services.

2. Culturally and Linguistically Appropriate Standards

A. DHHS recognizes that culture and language have considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in efforts to access services. To ensure equal access in all aspects of this project, DFA expects the contractor to provide culturally and linguistically appropriate services according to the following guidelines:

- I. Assess the ethnic/cultural needs, resources and assets of their community;
- II. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment;
- III. Offer consumers a forum through which clients have the opportunity to provide feedback to the contractor regarding cultural and linguistic issues that may deserve response;
- IV. Effective outreach and networking methods to engage and build trust with individuals with respect to their culturally and linguistically diverse home environments, if applicable; and
- V. Provide interpretation/communication assistance services for those individuals who need it.

B. This section provides an overview of the allowable NHEP activities further defined at 45 CFR 261.2, and in Section 4.3: Direct Service Requirements being procured through this contract. The purpose of the provision of these activities is to ensure that the program operates within federal and state law, regulations and administrative rules. Using both quantitative and qualitative outcome measures the goal is to move clients towards self-sufficiency through the dignity of unsubsidized employment. The NHEP activities provided will be as follows:

- I. Job readiness services to assist participants in gaining the skills necessary to obtain and retain employment.
- II. Job readiness includes:
 - 1. A vocational assessment service to assess standardized educational attainment through testing and interpretation, to assist participants in determining vocational goals for self-sustaining employment and a career path to that goal. This vocational assessment will result in the identification of short and long-term career goals, and the existing availability of the identified occupations in the labor market. Additional job readiness curriculum, including life skills training will be provided; and
 - 2. Job search to assist participants in conducting effective job search leading to employment, to include the creation of cover letters, resumes, references, applications, job interviewing skills, job follow-up etiquette and techniques and education on the utilization of existing labor market tools and information. This activity will also include the provision of Job Club, which entails: peer support, building effective networking skills, hosting employer quest visits, appropriate use of program resources, displaying, and teaching program participants how to learning of suitable job openings which exist in their local labor market and other job search initiatives; and
 - 3. Alternative Work Experience Placement (AWEP), defined as an activity that places participants in voluntary work experience positions that are not considered community service programs. The purpose of this activity, if private sector employment is not

¹ DFA reserves the right to alter the hours of operation, with sixty (60) days advanced notice.

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Contractor Initials *[Handwritten Signature]*
Date *4-12-13*

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#13-DFA-BWW-CSP-05

1. General Terms and Conditions of Service
 - A. All Contractor employees operating under the provisions of this contract shall in addition to their own reporting requirements, report to the individual designated by the Commissioner of the Department of Health and Human Services who shall have authority for the Bureau of Welfare to Work.
 - I. The individual identified by the Commissioner of the Department of Health and Human Services shall also be directly responsible for the operations of the New Hampshire Employment Program and shall have oversight of this contract and the performance measurements contained herein.
 - II. In accordance with RFP#13-DFA-BWW-CSP-05 issued on October 3, 2012, this contract may be extended for two (2) 2-year periods without further competitive bidding.
 - III. Extensions of this contract are contingent upon the satisfactory performance by the contractor of all services required.
 - IV. Extension of this contract is further contingent upon approval of the New Hampshire Governor and Executive Council.
 - B. Under this Division of Family Assistance (DFA), New Hampshire Employment Combined Services Program, herein known as CSP, the contractor, Southern New Hampshire Services (SNHS) will provide services to participants in the New Hampshire Employment Program (NHEP) that are receiving Temporary Assistance to Needy Families (TANF). Participants served may also be designated as having no or limited English proficiency to the degree that they are unable to effectively engage in general work program services, thereby requiring additional culturally and linguistically appropriate supports/services be provided that ensures equal access in all aspects of this contract.
 - C. Under this Combined Service Program (CSP) the contractor will provide the following work activities per 45 CFR 261.2 and RSA 167.77 through 167.92, which include: job readiness, job search, community service program, work experience, job skills training directly related to employment, and On-the Job Training. Participants will acquire general skills, knowledge and work habits necessary to obtain and retain gainful employment, and obtain occupations in support of long term self sufficiency.
 - D. The contractor shall provide these services on a statewide basis to cover up to twelve (12) geographic locations identified in Table 1 of this contract. In addition to the services described above, the contractor will operate a combined service facility where TANF-related services will be delivered to NHEP participants. The contractor will be responsible for the overall operation of the facility and the provision of the work activities as identified above.
 - E. Proposed plans to sub-contract any part of this contract, if any, are to be clearly outlined.
 - I. Any partnership must demonstrate mutually understood and well-articulated roles and responsibilities, as well as a collaborative process between partners to monitor program quality and to resolve differences or operational problems.
 - II. The sub-contracts should describe the role(s) and responsibilities of each entity under the same guidelines established by this contract.
 - III. The Contract Administrator must approve each sub-contract prior to signature. DHHS reserves the right to request changes to any contract presented for approval.
 - IV. The contractor is the established single point of contact for DFA and will be responsible for all deliverables associated with this contract. Any proposed programmatic or operational changes within the partnering organizations will require prior approval by DFA. DFA reserves the right to remove any subcontracted partner from the project for unsatisfactory services.
 - V. The contractor is responsible for tracking outcomes and developing or changing tracking systems to align with any requests made by DFA. It is the SNHS's responsibility to maintain detailed records of its activities and required deliverables.
 - VI. All contractor staff and sites will be open and providing services to participants according to the State of New Hampshire calendar of business days. Hours of operation will be 8:00 AM

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- available, means a work activity performed in return for welfare, that provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of the work experience is to improve the employability of those that cannot find unsubsidized employment. The expectation is that SNHS will develop sufficient and appropriate AWEP host sites in order for clients to utilize this activity. This activity shall be provided pursuant to RSA 167:82-a and 167:91a-b; and
4. Community Work Experience Placement (CWEP), defined as work performed for the direct benefit of the community under the auspices of public or nonprofit organization. This activity must serve a useful community purpose, will be available from both the contractor's worksite locations and in the community at non-profit and public organizations to improve the employability of participants. Short-term training is also permitted as long as such activities are of limited duration and are an integral part of a CWEP. The expectation is that the contractor will develop sufficient and appropriate CWEP host sites in order for clients to utilize this activity. This activity shall be provided pursuant to RSA 167:82-a and 167:91a-b; and
 5. Job Skills Training Directly Related to Employment (JSTDRE), which is defined as: training or education for job skills required by an employer to provide an individual the ability to obtain employment or advance or adapt to the changes demands of the work place; and
 6. On-the-Job Training (OJT), which is defined as: training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full adequate performance of the job.
- C. The Combined Services Program must be designed to provide for open enrollment and open exit by NHEP participants. Referred NHEP participants must be able to enter the program upon the contractor's receipt of referral paperwork from NHEP or be placed on the program waiting list, if appropriate. Section 4.2.C of the RFP identifies the maximum participant capacity to be served at each combined service site by activity. AWEP, CWEP and OJT placements off-site in the community are in addition to the maximum capacity identified in Table 1 of this contract.
- D. NHEP ECSs will refer participants/applicants for participation in the above six activities. Depending on client need, program requirements and necessary federal participation hours required for clients to be in compliance, participants can engage in any and all activities for the required number of hours allowed per federal law at 42 USC 607, (c). Under this same section and in federal regulations at 45 CFR 261.34, an individual's participation in job search and job readiness assistance can count for a maximum of six weeks in a fiscal year (no more than four consecutive weeks). This can be extended to 12 weeks in a fiscal year if a State meets the definition of a "needy State" under the Contingency Fund provisions of the law. At the time of this writing, NH meets this definition.
- E. All program services for NHEP activities shall:
- I. Meet the definitions of allowable activities as described in the Personal Responsibility and Work Opportunity Act of 1996 as amended by the Deficit Reduction Act of 2005 and federal regulations at 45 CFR 261.2 and adhere to any newly passed federal legislation that may be enacted during the operation of this contract with DFA to provide these services. Should such legislation conflict with the agreed upon Scope of Services in this contract, the parties will enter into good faith negotiations to reach mutual agreement on a contract addendum or amendment, and if applicable, seek Governor and Executive Council approval thereof;
 - II. Be provided in a manner to allow participants to meet the minimum participation requirements of core and secondary activities. The contracted sites will be open for the provision of program services to participants for no less than 35 hours per week, and;
 - III. Meet the conditions set forth under the Fair Labor Standards Act and State law found at RSA 167:77 - 167:92 and administrative rules pursuant to He-W 637.

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3. Organization/Agency Requirements

- A. The contractor must provide statewide services that meet the federal TANF work participation requirements as stated in the Personal Responsibility and Work Opportunity Act of 1996 as amended by the Deficit Reduction Act of 2005 and federal regulations at 45 CFR 261.2.
- B. The contractor must carry out the direct service requirements as defined in this contract.
 - I. The contractor must have the ability and experience to:
 - II. Provide job readiness and job search activities that teach job seeking and life skills to ensure participants are able to effectively prepare, seek, obtain, and ultimately retain unsubsidized employment;
 - III. Provide vocational assessment and evaluation testing that identifies potential participant deficits, barriers, and strengths that would lead to the identification of short and long-term career goals, and skills necessary to utilize labor market information in support of those goals;
 - IV. Provide community service activities while building work skills and increasing employability for participants;
 - V. Develop both AWEP and CWEP host sites and slots for participants with limited exposure to the labor market, limited work histories, and potential barriers to employment. These activities shall assist the participant to acquire the general skills, knowledge and work habits necessary to obtain employment and to improve the employability of individuals otherwise unable to obtain unsubsidized employment;
 - VI. Develop OJT opportunities that provide training in the public and private sector that is given to a paid employee while he or she is engaged in productive work. These opportunities also provide the knowledge and skills essential for a full and adequate performance of the job;
 - VII. Provide job development, employer outreach, networking, familiarity with local labor market trends and conditions, job attainment resources and tools, associated with attaching low-income individuals to the labor market;
 - VIII. Work with low income families with barriers to long-term attachment to the labor market, with the ability to support participants in work activities while providing problem-solving assistance whenever situations arise;
 - IX. Operate a program that addresses the provision of work skill attainment in order to promote success in the workplace and long-term attachment to the labor market utilizing simulated work environment construct concepts;
 - X. Develop, access, and promote the use of local community resources such as assisting participants with access to childcare, transportation providers, clothing, housing, financial literacy, substance abuse, domestic violence, and other barriers to employment, in support of program goals;
 - XI. Work with people with no or limited English proficiency; understand the concepts of cultural competency; promote effective integration and adaptation of individual cultural differences into the local labor market; recognize and respect individuals in terms of values, potential, and cultural experiences in order to advance successful workplace integration;
 - XII. Acquisition, development, and managing facilities to accommodate a variety of services within a singular setting.
- C. The contractor and its staffs must have the qualifications, educational competencies, and professional experience needed for responsible management and delivery of the activities as outlined in this scope of work.
- D. The contractor must have the ability and experience to provide services, utilizing the precepts of cultural competency, for participants with cultural barriers, and/or no or limited-English proficiency resulting in barriers to employment.
 - I. Cultural competence is defined as a set of congruent behaviors, attitudes, and policies that come together in a system or agency or among professionals that enable effective interactions in a cross-cultural framework.
 - II. Participants with no or limited-English proficiency is defined as a person who comes from a non-English speaking background and who has sufficient difficulty speaking, reading, writing, or understanding the English language and whose difficulties may deny such an individual

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- the opportunity to learn successfully in settings where the language of instruction is English or to participate fully in the dominant society.
- E. The contractor and its staff must abide by a policy developed by DFA that describes acceptable and unacceptable NHEP participant conduct and dress. This policy will be applicable to the contractor's staff delivering services at the combined service locations.
 - F. The contractor must develop marketing and recruitment strategies to achieve the agreed upon participant capacity at the twelve (12) combined service sites.
4. Program Referral Guidelines
- A. This contact will serve, through a CSP, those individuals referred by the NHEP Employment Counselor Specialist (ECS), who are low-income adults and teenage parents who have been determined eligible for FANF related programs.
 - B. Referral guidelines are for those participants who:
 - I. Have been assessed by an NHEP ECS and have an established Employability Plan. Clients will be expected to participate in vocational assessments prior to being assess by an NHEP ECS;
 - II. Would benefit from a comprehensive vocational assessment and in-depth career exploration to determine realistic and appropriate short and long-term career goals, including the identification of an appropriate career path and the steps necessary to accomplish their long-term career plan.
 - III. Would benefit from understanding appropriate workplace behaviors, including but not limited to: employer expectations, appropriate attire, and professionalism in the work place. May need training and preparation in effective job seeking, as well as life skills training to balance work and family responsibilities effectively;
 - IV. Would benefit from participation in job readiness classes designed to develop the skills necessary to effectively balance work and family, including but not limited to: time management, organizational skills, stress management, self-confidence building, etc., to prepare parents for the demands of obtaining and retaining full-time, unsubsidized employment;
 - V. Have been unsuccessful in obtaining sustained unsubsidized employment in their identified occupation and would benefit from the activities and services available under the program.
 - VI. Have been unable to demonstrate appropriate workplace protocols including, but not limited to attendance, leave notification, tardiness, and handling emergency situations as it pertains to workplace behaviors,
 - VII. Would benefit from the development of necessary job search skills including, but not limited to the creation of cover letters, resumes, personal and professional reference, sample applications, job interviewing and networking skills, etc. to prepare to seek, obtain and retain unsubsidized employment and long-term connection to the labor market;
 - VIII. Would benefit from being involved in a local support system where information about effective job search techniques, job seeking tools, job openings, local employers, labor market information and community resources can be found.
 - IX. Would benefit from obtaining and retaining unsubsidized employment and/or needs to re-enter the workforce due to, but not limited to, insufficient educational background or lack of marketable skills;
 - X. Would benefit from a work experience placement (WEP), on-the-job-training (OJT), or other appropriate work related activity;
 - XI. Would benefit from learning about what is necessary to secure long-term, dependable child care and transportation, and other alternative arrangements, to allow for long-term attachment to the labor market;
 - XII. Would benefit from local WEP development in their community due to barriers preventing attendance at a specified site; and
 - XIII. May have no or limited English proficiency.
 - XIV. The contractor will accept all referrals from the NHEP teams unless mutually agreed upon by DFA and the contractor.

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C. Capacity: The following table illustrates the number of required monthly participant slots by geographic area and combined service activity for the CSP on-site service capacity. The co-location of these services requires separate classrooms and may involve separate computer labs and the computer systems must be compatible². Off-site program capacity will vary based on participants completing on-site activities. The figures given in the below table are DFA's anticipated capacity and may vary depending on actual participation and progression of participants through the Program:

Table 1 – Capacity requirements

Locations	Total Participant On-site capacity	On-site WEP Slots	Voc. Assessment, JS/JR/Job Club & Job Skills Training Slots
Berlin	10	5	5
Claremont	29	19	10
Concord	33	21	12
Derry	10	5	5
Keene	25	17	12
Littleton	10	5	5
Laconia	29	17	12
Manchester	68	48	20
Nashua	35	20	15
Portsmouth	10	5	5
Rochester	38	23	15
Tamworth	10	5	5
Total	307	190	121

- D. The 307 participants that will receive combined services under this contract at the combined service locations listed above shall participate in the activities listed in this Scope of Service. Priority will be given to people who need to participate in core activities.
- E. The contractor shall develop on-site WEP experiences from local area organizations to provide work skills and work experiences to participants who lack skills to become immediately employable.
- F. The contractor shall maintain no less than 750 community host sites with multiple slots and of those at least 425 sites need to be active. Active is defined as having been utilized within the previous 180 days. Of the 425 active sites, no less than 400 slots will be filled on a monthly basis.

² DFA currently funds data collection systems for TANF related contracted services. DFA reserves the right to retain the current systems in place.

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- G. Additional participants to receive combined services are through off-site AWEP, CWEP and OJT sites created in the community statewide. The contractor shall develop and maintain work experience placement sites for participants with limited exposure to the labor market, limited work histories, limited transportation, potential barriers to employment, no or limited-English-proficiency, have a vocational interest in a particular occupation, and/or needs experience and exposure to that work situation, and/or needs to participate in a work activity.
- H. DFA recognizes that the demand for this program may periodically exceed capacity at one or more locations. To minimize the potential for wait lists, the contractor shall develop and implement a process to ensure participants successfully move through contracted service activities or are otherwise removed from the program if non-compliant.

5. Direct Service Requirements

- A. The contractor must provide NHEP activities that meet the federal definition and parameters as defined in 45 CFR 261.2 of the following activities:
 - I. Job readiness activities (JR - core) are designed to assist participants in gaining the skills necessary to obtain and retain employment. Job readiness includes: a vocational assessment service to assess standardized educational attainment through testing and interpretation; assisting participants in determining vocational goals for self-sustaining employment; and a career path to that goal. This vocational assessment will result in the identification of short and long-term career goals, and the existing availability of the identified occupations in the labor market. Additional job readiness curriculum, including life skills training will be provided;
 - II. Job search activities (JS - core) are designed to assist participants in conducting facilitated job search leading to employment, to include the creation of cover letters, resumes, applications, job interviewing skills, and education on the utilization of existing labor market tools. This activity will also include the provision of Job Club (JC), which entails: networking, peer support, learning of suitable job openings and other job search initiatives;
 - III. Alternative Work Experience Placements (AWEP - core) are designed to place participants in voluntary work experience positions that are not considered community service programs. The purpose of this activity, if private sector employment is not available, is a work activity performed in return for welfare that provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of the work experience is to improve the employability of those that cannot find unsubsidized employment. The expectation is that the contractor develops sufficient and appropriate AWEP host sites in order for clients to utilize this activity;
 - IV. Community Work Experience Placements (CWEP - core) are designed as work performed for the direct benefit of the community under the auspices of public or nonprofit organization. This activity must serve a useful community purpose, will be available from both the contractor's worksite locations and in the community at non-profit organizations to improve the employability of participants. Short-term training is also permitted as long as such activities are of limited duration and are an integral part of a CWEP. The expectation is that the contractor develop sufficient and appropriate CWEP host sites in order for clients to utilize this activity;
 - V. Job Skills Training Directly Related to Employment (JSTDRE - secondary), which is defined as: training or education for job skills required by an employer to provide an individual the ability to obtain employment and advance or adapt to the changing demands of the work place;
 - VI. On-the-Job Training (OJT - core), which is defined as: training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate performance of the job.
- B. The contractor is required to abide by policy and guidelines developed by DFA that describes acceptable and unacceptable participant conduct and dress. This will be applicable to services delivered at the CSP locations.

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- C. The contractor shall:
- I. Operate the CSP as a simulated work environment which provides WEP work skills/work experience on and off-site to improve the employability of clients not otherwise able to obtain employment;
 - II. Provide information to program participants on the Earned Income Tax Credit;
 - III. Supervise and monitor clients in all activities on a daily, on-going basis;
 - IV. Implement and operate an intake process for referred participants that enter the Combined Service Program upon receipt of referral paperwork from NHEP;
 - V. Perform outreach efforts to schedule vocational assessments upon a client being determine eligible and open for TANF financial assistance;
 - VI. Hold daily client review meetings to determine the most appropriate activity in which the client will participate, either as a sole or combined service, based on the vocational assessment, employment plan, and ECS referral information, also taking into account the participants employment history, skills, interests, ability, employment goals and employment obstacles;
 - VII. Report and verify individual NHEP participant attendance/participation, and reasons for absences with verifications if obtained, submitted no less than weekly to the NHEP ECSs. Unscheduled absences shall be reported the day of the absence;
 - VIII. Provide individual progress reports to the responsible NHEP ECSs at least bi-weekly;
 - IX. Develop recommendations for services to address barriers suspected or identified for an NHEP participant for inclusion in the employment plan, and/or provide community referrals;
 - X. Ensure that all necessary paperwork for the participant is completed accurately and timely in order to determine the specific activity(s) the client will be assigned;
 - XI. Ensure that all staffs are trained and work on a rotating basis between all on-site work activities of the Combined Service Program;
 - XII. Collect from NHEP participants, verification of participation hours in this program and verification of absences, if able. Provide the verifications to the NHEP ECSs no less than weekly;
 - XIII. Make appropriate arrangements for accommodation of no or limited English proficient related barriers or disability-related issues;
 - XIV. Develop training methods that incorporate a variety of adult learning styles, practical and experiential methods that extend beyond participant self-instruction, such as reading materials or audio/visual materials using materials developed and published at the 8th grade reading level;
 - XV. Develop or adapt curriculum that will ensure full access to all contract related activities to meet the needs of no or limited English proficient or disabled participants, which may include the administration of the Learning Needs Screening Tool, when a participant is suspected of having a learning disability or lack of basic literacy;
 - XVI. Provide a plan to ensure that each participant participates in the hours specified on the referral as part of the employment plan, which could be less than a minimum of 20 hours of a core activity/work experience per week, but shall not exceed the permissible hours as specified by the Fair Labor Standard Act (FLSA). Participants may choose, or be required to, participate for additional hours per the Employability Plan, in core or secondary activities.
- D. Activity specific conditions:
- I. The contractor must design and deliver the following activities/services:
 1. Job search/Job readiness curriculum that clearly identifies the topics to be addressed in each of the below subject areas:
 - (a) General skills assessment, to include: reading, listening, writing, speaking, math, science skills and to determine an individuals educational level;
 - (b) Vocational assessment of career aptitudes and abilities, to include but not limited to, vocational interest, work values, and screening for learning disabilities and LEP;
 - (c) Career exploration to include: exploration of local labor market information specific to the chosen career goals, utilizing all available resources and tools such as ONET,

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- NH Career Planning Guide, Job Match System, NH Works Job Information Center, Economic Labor Market Information, etc., career jobs, stop-gap jobs, non-traditional jobs, availability of local employment in identified career area;
- (d) The identification of short and long-term employment goals in support of a career plan that leads towards full-time unsubsidized employment and economic independence;
 - (e) Soft skill attainment (appropriate workplace behaviors) to include: understanding employer expectations relative to work ethic, personal hygiene, and proper business communications, managing childcare and transportation for employment, balancing work and family, problem resolution in the workplace, managing family issues while maintaining employment, attendance, sexual harassment, drug free workplace, financial literacy, advantages of employment and available employment transition services, etc.;
 - (f) Job search to include: identification and instruction in the use of appropriate job search tools, cover letter, résumé, references, applications, job search and interviewing skills, specific to an identified job placement and career goals;
- II. Job Club entails: networking, peer support, learning of suitable job openings and other job search initiatives. The contractor shall:
- 1. Offer job club group activities such as identifying employment leads, share employment resources, facilitate informational interviews, conduct networking forums, provide presentations from local businesses, conduct simulated interviews, etc.
- III. AWEP/CWEP work experience placements (WEPs) are designed to improve the employability of those that cannot find unsubsidized employment and provides participants with skills to increase employability for immediate attachment to the local labor market. The contractor shall:
- 1. Develop host sites and slots that meet the career goals necessary for immediate attachment to the local labor market;
 - 2. Develop and administer a pre-defined number of active WEP host sites and slots per service delivery area. Host sites are considered active if the WEP slot has been utilized in the last 180 days;
 - 3. Implement a WEP agreement process as defined by DFA and be designed for no more than 16 weeks, unless DFA has approved an extension;
 - 4. Ensure that all necessary enrollment paperwork for placement into a WEP is completed accurately and timely;
 - 5. Ensure that the participant and the WEP host site are fully informed and adhere to the attendance verification requirements;
 - 6. Ensure WEP host sites are informed and acknowledge participant safeguards pursuant to RSA's: 167:82-a Infringement on Rights of Other Employees Prohibited; Limited Employee Status, 167:91-a Infringement on Rights of Other Employees Prohibited, 167:91-b Work Experience and Community Service Program Participants; Workers' Compensation Eligibility;
 - 7. Have appropriate arrangements for accommodation of language barriers or disability issues in the WEP host site;
 - 8. Prepare the participant for an interview with the WEP host site by ensuring that the participant is prepared with a tailored resume and application packet specific to the placement, references, results of a criminal background check if needed, and any other materials pertinent to the specific placement;
 - 9. Provide the participant with an introduction to the WEP host site, provide support to both the participant and the WEP host site, and mediate any issues that arise during participant engagement at a WEP host site;
 - 10. Are designed to improve the employability of the participants;
 - 11. Be developed for both on-site and off-site CWEPs/AWEPs for participants; and
 - 12. For CWEPs, the activity must include structured programs, embedded activities and projects in which participants perform work that serve a useful community purpose.

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13. Job Skills Training Directly Related to Employment is a secondary activity, for up to 10 hours weekly. This activity shall include, but is not limited to, information that provides participants with education or training for skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. This can include English as a Second Language curriculum if it has been determined necessary for the participant's entrance into, advancement or success in the work force. The contractor shall:
 14. Develop and provide a short-term training curriculum that contains hands-on learning incorporating a variety of adult learning styles, practical and experiential methods that extend beyond participant self-instruction such as reading materials or audio/visual materials, using materials developed and published at the 8th grade reading level.
- IV. On-the Job Training means training on the public or private sector employment that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential for the full and adequate performance of the job. The contractor shall:
1. Ensure that OJTs are developed for a minimum of 30 hours per week;
 2. Adhere to all pre-screening criteria associated with OJT development provided by DFA;
 3. Be familiar with WIA, NHEP and NHES OJT standard operation procedures and processes;
 4. Be proficient in the development of OJT opportunities in the local labor market, as well as, in the marketing and executing of OJT contracts;
 5. Maintain, support and monitor participants in OJT placements for the length of the contract;
 6. Provide strategies for identifying participant OJT issues and bringing them forward to the OJT Developer for appropriate discussion and resolution;
 7. Initiate case conferencing with NHEP to address participant attendance and performance;
 8. Collaborate with agencies such as Department of Labor Workforce Investment Act, Department of Education, etc., to secure possible funding and services.

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6. **Work Experience Placement (WEP) and On-The-Job Training (OJT) Site Development**
- A. The contractor must develop and maintain a sufficient number of AWEP, CWEP and OJT sites through which participants will meet the program requirements.
 - B. The contractor must provide sufficient workplace experience host sites and slots that are developed based on the regional requirements and that meets the estimated monthly participant volume per service delivery area.
 - C. The contractor must develop and maintain 750 host sites statewide at various organizations, agencies and companies. It is expected that the SNHS will maintain no less than 425 active host sites statewide. An active host site is one that has placed a participant in an AWE or CWEP within the previous 180 days. Sites that have not had a placement within the previous 180 days will not be considered active and should be moved to a non-active list. SNHS must ensure that a list of host sites is consistently maintained, including identifying active/non-active status, and is readily accessible to NHEP staff. It is anticipated that approximately 25% of statewide NHEP caseload will be participating on a monthly basis through this contract in AWEP and/or CWEP placements necessitating that a sufficient number of active slots be available/maintained within said host sites.
 - D. The contractor must develop no less than 84 OJT placements per contract year, with no less than a 10% de-obligation rate.
 - E. The contractor will utilize a DFA verification process that provides timely, accurate, and consistent attendance verification to the NHEP ECS of the client's participation at the workplace setting.
 - F. The contractor must provide an expedited placement process for participants referred to the program for which the NHEP ECSs already identified or developed the AWEP/CWEP. An expedited placement is one that is completed within 48 hours of the NHEP participant's referral to this program. DFA reserves the right to place participants directly into an AWEP/CWEP and to submit the applicable WEP agreements and referral information to the contractor for appropriate placement follow-up after the participant enters the AWEP/CWEP.
 - G. The contractor shall develop remote AWEP/CWEP host sites and slots that meet the needs of clients that live in excessively remote locations that are not in proximity to the local labor market, community resources, etc., and/or are limited due to special circumstances.
 - H. The contractor shall ensure that host site pre-screening requirements are identified and completed prior to placement of the participant into a CWEP, AWEP or OJT, following an established DFA process.
 - I. The contractor will provide both a short-term on-site CSP and/or off-site WEP activities, as follows:
 - I. Solicit projects that serve a useful community purpose. This includes programs in fields such as: health, social service, environmental protection, education, urban and rural development, welfare, recreation, public facilities, public safety and childcare.
 - II. Solicit projects from local area organizations that provide the opportunity for work skill and work experience attainment for participants who lack skills to become immediately employable;
 - III. Projects will be indexed to specify the skills required for entry into a WEP activity, and to the extent possible consider the prior training, experience, and skills of a recipient in making appropriate WEP assignments. Projects shall enhance skills attainment and increase immediate employability.

Note: Significant changes due to factors such as changes in the NH Labor Market, which may result in either an increase or decrease in the TANF caseload, may necessitate a modification of the AWEP, CWEP and OJT development criteria as set forth in this contract. DFA reserves the right, with a sixty-day (60) notification to the contractor, to make said changes as deemed appropriate.

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7. Classroom Sites and Requirements

- A. The contractor must provide twelve (12) service delivery sites³ that meet with DFA approval and the following requirements:
- I. One site per DFA district office catchment area for twelve (12) sites. The catchment areas are: Berlin, Claremont, Concord, Conway, Derry, Keene, Laconia, Littleton, Manchester, Nashua, Rochester, and Portsmouth and serve the communities identified in Attachment 3.
 - II. Ease of accessibility to NHEP participants;
 - III. Located in proximity to public transit routes, child care facilities, communities with possible concentrations of NHEP participants, or a combination thereof;
 - IV. Handicapped accessible and climate-controlled such that the program can operate without interruption. The thermal standard being between approximately 65 and 75 degrees.
 - V. Provide space and seating for activities for up to the number of participant slots as identified in Table 1 of this contract;
 - VI. Provide space for private consultations to maintain confidentiality of records and discussions that relate to individual participants.
 1. Space for private consultations will be made available to contract or other DFA staff to conduct drop-in meetings with NHEP participants, in addition to meeting the needs of the service providers located at the combined service model facility.
 2. The facility layout should provide for contiguous space (if possible) for participants, private consultations and workspace that is as flexible as possible, such as portable walls that can be reconfigured to accommodate more participants if necessary
 3. The contractor will be responsible for moving the equipment from the existing CSP sites to the twelve (12) sites (if different from current sites). The contractor's worksites must have sufficient space to house all existing equipment and materials.
 4. All sites must meet all Americans with Disabilities Act requirements for handicapped accessibility and have adequate parking for participants and staff. Each worksite shall also have conference room meeting space for the program, DHHS staff, and other individuals as appropriate, to hold participant meetings or FANF-related meetings when necessary.

8. Staffing Requirements

- A. The contractor shall provide a staffing plan that demonstrates foreign language proficiency and racial, ethnic, and cultural diversity sufficient to serve the target population. Each staff member must be able to demonstrate an understanding of and direct experience with the target population as well as a willingness to work creatively with participants to meet their needs and help them resolve their barriers.
- B. The contractor must provide staffs assigned to this program that shall, at minimum, meet the following requirements:
- I. Is of a sufficient number to deliver the contracted program services and continue to do so without interruption due to vacations, sickness, or vacancies. DFA reserves the right, on a quarterly basis, to make adjustments in staff allocations and worksite assignments;
 - II. Has a job title, and specified duties and responsibilities attached to program delivery;
 - III. If in a full-time position, works a 37.5 hour work week;
 - IV. Whose criminal background check does not reveal violations or convictions that could adversely affect the participants served under this program;
 - V. Have read and signed a completed Statement of Confidentiality; and
 - VI. Adhere to the DFA Code of Ethics.

³ DFA reserves the right to reduce the number of delivery sites with sixty (60) days advanced notice.

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- C. The contractor must provide and assign staffs, at minimum, for the following program roles and responsibilities. It is important to note that all staff will be required to provide coverage of services at the CSP on a, no less than biweekly, rotating basis in the overall operation of the CSP.
- I. .67 FTE to serve as CSP Administrator with a Masters degree in social work, psychology, education, or business/public administration or a related field and a minimum of five (5) years experience working with job readiness training, teaching, community organization/outreach, program development or administrative supervision; or Bachelor's degree in social work, psychology, education, or business/public administration or a related field and a minimum of seven years experience working with job readiness training, teaching, community organization/outreach, program development and administrative supervision.
1. The responsibilities of the CSP Administrator shall include, but not be limited to:
- (a) Providing contract development, negotiations, monitoring and program evaluation;
 - (b) Coordinating statistical, financial, program evaluation, site capacity reporting, and other reporting requirements for the program;
 - (c) Providing training and supervision for all direct service personnel, including subcontracted staff, in the conduct of the program;
 - (d) Working with NHEP teams and DFA to support and coordinate the referral process statewide;
 - (e) Providing an ongoing system of program evaluation to ensure program quality and effectiveness;
 - (f) Guiding and direct the development of effective and responsive community partnerships;
 - (g) Guiding and direct staff activities with community resources, NHEP, TANF Administration, child care resources, transportation providers and employers to ensure there is a collaborative approach to the provision of services to participants;
 - (h) Monitoring the accuracy of participant work verification; and
 - (i) Other duties as agreed to through negotiation with DFA.
- II. Two (2) FTE to serve as Combined Service Program Supervisors with a Masters degree in social work, psychology, counseling, education, or business/public administration or a related field and a minimum of five (5) years experience working with job readiness training, teaching, community organization/outreach, program development, and administrative supervision; or Bachelor's degree in social work, psychology, education, or business/public administration or a related field and a minimum of seven years experience working with job readiness training, teaching, community organization/outreach, program development, and administrative supervision. This position reports directly to the CSP Administrator.
1. The duties of the CSP Supervisor shall include, but not be limited to:
- (a) Providing statewide technical assistance to CSP Coordinators, monitor the application of policy and procedures by direct service staff, the achievement of performance goals and the quality of services provided by the CSP Coordinators;
 - (b) Providing back-up coverage for CSP Coordinators during periods of absence or need;
 - (c) Conducting annual performance evaluations in consultation with the CSP Administrator, the for CSP Coordinators and provide assistance in coordinating services between NHEP ECS and CSP Coordinators
 - (d) Assisting the CSP Administrator in the hiring and training of CSP Coordinators;
 - (e) Mediating and resolve differences or conflicts between NHEP participants and CSP Coordinators and involving the applicable NHEP ECS as needed, attend local NHEP partner meetings, networking events, DFA training sessions, statewide team meetings, or other events as assigned;
 - (f) Communicating with program and direct service staff to provide clarification of policies, introduction of program changes and to respond to questions, ensure that CSP Coordinators accurately maintain and update the New HEIGHTS computer system by adhering to NHEP requirements and other official releases.

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- (g) Ensuring that community service projects are carried out appropriately and that sponsoring agencies are satisfied with the project's outcome, and other job duties as assigned by the CSP Administrator.
- III. One (1) FTE to serve as OJT-Community Job Specialist (CJS) Supervisor with a Bachelors degree in social work, psychology, education, or business/public administration or a related field and two (2) years job development and employer outreach; with experience in supervising program staff that: assist individuals in finding employment, knowledge of the principles and methods of assessment and career counseling; experience and/or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve individuals; experience with, and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development and public relations with employers. This position reports directly to the CSP Administrator.
1. The duties of the WEP and OJT Supervisor shall include, but not be limited to:
- (a) Responsible for the overall development and coordination of OJT and WEP development and placement services, develop materials for and participate in "job fair" planning and events that offer opportunities for employers and NHEP participants to meet and discuss employment;
 - (b) Creating and submit monthly reports to the DFA Business and Industry Coordinator (BIC) to measure performance of these accountabilities, provide Statewide technical assistance to OJT-CJS, monitor the application of policy and procedures by direct service staff, the achievement of performance goals and the quality of services provided by the OJT-CJS;
 - (c) Providing back-up coverage for OJT-CJS during periods of absence or need, conduct annual performance evaluations in consultation with the DFA BIC for OJT-CJS, provide assistance in coordinating services between NHEP ECS and OJT-CJS;
 - (d) Assisting the CSP Administrator in the hiring and training of OJT- CJS, mediate and resolve differences or conflicts between NHEP participants and OJT-Community Job Specialists and involving the applicable NHEP ECS as needed;
 - (e) Attending local NHEP partner meetings, networking events, DFA training sessions, statewide team meetings, or other events as assigned, communicate with program and direct service staff to provide clarification of policies, introduction of program changes and to respond to questions, and other duties as assigned by the NHEP Program Administrator.
- IV. One (1) FTE to serve as CSP Statewide OJT Developer with a Bachelors degree in Marketing or Business Administration or related field. Minimum two (2) years experience in career counseling, recruiting candidates, marketing to employers and job development with demonstrated placement success; with experience in job task analysis; marketing of OJT Programs and various work program related services and training incentives to area private sector businesses, non-profit organizations, industries, associations, faith-based organizations, and local town/city departments through statewide presentation meetings, employment networking events and job fairs. This position reports directly to the OJT-Community Job Specialist Supervisor.
1. Job duties include but are not limited to:
- (a) Developing OJT opportunities for NHEP participants and increasing the knowledge and understanding of the NHEP goals and the need for business leadership and collaboration in this process;
 - (b) Performing cold calls and following up on any leads provided by WEP & OJT-Community Job Specialist Supervisor, DFA Business & Industry Coordinator, NHEP Program Administrator or local NHEP teams or CSP staff, conduct ongoing business outreach statewide for the purpose of matching NHEP participants with employers for On-the-Job Training opportunities;
 - (c) Attending business led meeting/functions (e.g., Chamber of Commerce meetings, breakfast forums, etc.) for the purpose of marketing NHEP participants to

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- prospective employers, attend employment expos, job fairs, etc., including setting up an information booth if appropriate, educate employers on the various incentive and tax relief options available to employers;
- (d) Becoming proficient with traditional employment resources, including state and/or local labor market trends as well as NHES resources to include the ELMI, ONET and NH Network online services to identify potential employment growth opportunities that may be of benefit to participants;
 - (e) Disseminating new job/OJT prospects to NHEP teams and CSP staff in order to increase employment opportunities for NHEP clients statewide, provide OJT presentations to CSP classrooms to increase OJT awareness and referrals to NHEP participants and staff, act on all referrals for placement services from the local NHEP teams and CSP staff in a timely manner;
 - (f) Marketing OJT program to local businesses and non-profit organizations in demand occupational areas to engage as NHEP OJT sites, arrange interviews with OJT employers for NHEP participants;
 - (g) Preparing and executing detailed and accurate OJT contracts with employers according to NHEP, NHES, and DOL expectations and regulations, monitoring of client progress at the OJT work site, and other duties as assigned by the OJT-Community Job Specialist Supervisor.
- V. Twenty-two (22) FTEs to serve as Combined Services Program Coordinators that have a minimum of a Bachelors degree from an approved college or university and a minimum of two (2) years of professional work experience in social work, counseling, education, staff training, employee development, or human resources; with experience in assisting individuals in finding employment, knowledge of the principles and methods of assessment and career counseling; experience or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve individuals. Experience with and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development and public relations with employers, and experience in classroom or group instruction. This position reports directly to the CSP Supervisor.
1. Job duties include but are not limited to:
- (a) Providing orientation to NHEP participants entering the CSP, provide a vocational assessment for each NHEP participant and prepare a summary of the assessment results to be provided to the NHEP ECS;
 - (b) Teaching/facilitating classes and activities in the areas identified in Section 4.3 of the RFP using a variety of teaching and communication techniques including computer-based models that allow individuals to work independently and/or demonstrate proficiency by testing-out of certain competency areas;
 - (c) Identifying job ready participants and assisting them to conduct a professional job search leading to employment;
 - (d) Monitoring job search efforts of clients in the job search activity by knowing the local labor market in order to refer clients to appropriate employers, referring clients to available jobs, following up with job leads and job interviews, and participating in mock interviews aimed at increasing job interviewing skills.
 - (e) Identifying and developing on-site WEP opportunities in fields such as health, social service, environmental protections, education, urban and rural redevelopment, welfare, recreation, public safety and child care, in collaboration with local non-profit agencies, faith-based organizations, local government entities or other community agencies;
 - (f) Obtaining, executing and delivering structured programs, embedded activities and community services projects, monitor participant attendance and inform the NHEP ECS on a daily basis of any NHEP participant attendance issues or absences;
 - (g) Accurately tracking and verifying individual NHEP participant participation in program, and provide verification documentation to the NHEP ECS, prepare and

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- provide to the NHEP ECS weekly individual participant progress reports that include: written observations of the participant's performance, a summary of the participant's progress in the program, and recommendations for subsequent NHEP activities appropriate for the participant;
- (h) Facilitating participant's engagement with and use of other community resources, while assisting participants in resolving obstacles to participation that may arise during his/her attendance in the CSP;
 - (i) Completing written casework documentation as defined in the resulting contract; and attending scheduled staff training and meetings, meetings with the local NHEP team, and local partner meetings.
- VI. Ten (10) FTEs to serve as OJT-Community Job Specialists with a Bachelors degree from an approved college or university in social work, psychology, counseling, education or business administration or a related field. Minimum of two (2) years of professional work experience in counseling, teaching, social services or business involving career counseling, employee development, social work or human resources; with experience in assisting individuals in finding employment, knowledge of the principles and methods of assessment and career counseling; experience or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve. Experience with and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development and public relations with employers. This position reports directly to the OJT-CJS Supervisor position.
- 1. Job duties include but not limited to:
 - (a) Identifying, developing and marketing OJT and WEP opportunities in local non-profit agencies, faith-based organizations, local government entities, and other business and industry entities to develop work experience host sites;
 - (b) Participating and/or presenting the work skills training/work experience program orientations, work with the CSP Coordinators in assessing NHEP participant skills and interests and assist NHEP participants in selecting and securing appropriate work experience placement;
 - (c) Executing OJT and WEP agreements between NHEP participants and host sites for no more than sixteen (16) weeks unless approved by DFA, arrange NHEP participant interviews with OJT/WEP host sites, provide NHEP participant orientation to OJT/WEP host site;
 - (d) Monitoring NHEP participant progress at OJT/WEP, provide job coaching and arrange workplace mentoring for NHEP participants at the OJT/WEP host site, mediate and provide problem resolution to remedy issues experienced by the OJT/WEP host and/or the NHEP participant;
 - (e) Communicating to the NHEP ECS any NHEP participant needs for support services and to address any remedial action or sanctions needed to remediate NHEP participant behavior or performance issues experienced by the host site employer;
 - (f) Collecting and submitting weekly to the NHEP ECS NHEP participants work verification documentation, collect and review work experience host site evaluations at eight (8) weeks to assess participant progress, and at fourteen (14) weeks to determine the appropriateness of extending the WEP agreement at the same site
 - (g) Providing assistance as needed to the NHEP ECS in preparing the NHEP participants to transition from WEP to OJT or into other countable NHEP work activities to ensure continued client engagement toward meeting federal work participation requirements;
 - (h) Maintaining active WEP and OJT host site placement reports on a weekly and monthly basis, discusses career interests with NHEP participant in order to provide an appropriate and meaningful WEP or OJT placement, and other duties assigned by the OJT-CJS Supervisor.


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- VII. One (1) FTE to serve as Combined Service Program Assistant with an Associates Degree or higher and two (2) years experience as an Administrative Assistant or Project/Program Assistant; or a combination of a High School Diploma (or GED) and four (4) or more years of experience as an Administrative Assistant or Project/Program Assistant may be considered. Knowledge of modern office practices, procedures and equipment. Knowledge of English, spelling and arithmetic. Knowledge of office record keeping and reporting. Some knowledge of the principles and practices of public administration. This position reports directly to the CSP Administrator.
1. Job duties include but not limited to:
 - (a) Use Microsoft Word and Excel, or required database software to produce correspondence and ad hoc, monthly, and quarterly financial or program-related reports; use e-mail to communicate with internal and external contractor staff and distribute reports and documents via same;
 - (b) Designing and/or update various CSP Statewide Reports in accordance with contractual guidelines at the start of each State Fiscal Year, provide technical support and training to program staff to ensure accurate and complete reporting.
 - (c) Collecting and reviewing local reports from CSP staff and use Excel to compile Statewide CSP statistical reports on a monthly, weekly, or annual basis, use New Heights case management system to research TANF client information and support program operations; assist staff in resolving technical issues pertaining to New Heights access and use.
 - (d) Entering and/or maintaining participant-related data (such as demographic, program status changes, etc.) in the electronic customer database and produce reports as requested, maintain, revise, and distribute CSP policies, directives, and procedures per supervisor instruction;
 - (e) Coordinate with the contractor and the NHEP staff for training logistics and to arrange conference space, travel directions and plans for the NHEP Program Administrator or assigned staff, facilitate purchase of equipment and office supplies for the CSP and maintain related records.
 - (f) Processing and tracking payments for interpreting services in the CSP, maintain and distribute the CSP staff contact list, attend NHEP staff meetings as requested, present a professional and positive image as an agency representative, perform such other work-related activities as required by the NHEP Program Administrator or their designee.

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9. No or Limited-English Proficiency Combined Service Program Component

- A. The contractor shall provide sufficient culturally and linguistically appropriate supports/services to ensure equal access in all aspects of this contract.
- B. In an effort to best meet the specialized need of those individuals, that are unable to effectively engage in work program services due to potential cultural or linguistic barrier, as part of the general scope of service, Statement of Work, the contractor specifically serve a culturally and linguistically diverse population. The contractor shall be responsible for the provision of these services that will be delivered as part of a combined service program.
- C. The goal of this statewide no or limited-English proficiency component is to ensure that those individuals who have no or limited-English proficiency have the same opportunity, through a combined service program, to gain the necessary knowledge, skills, and abilities to effectively engage New Hampshire's predominately English speaking employment labor market.
- D. In order to most effectively prepare no or limited-English proficient individuals with long term skills to navigate the employment environment in New Hampshire labor markets, the contractor will ensure the provision of curricula that both enhance client immersion in predominantly English-speaking activity environments and also provide to the extent possible for minimum on-site coaching staff. Curricula will include either individual or group activities such as CWEP, AWEP, English as a second language training, job skills training, job readiness, and other activities.
- E. Additionally, the contractor will provide a curriculum that allows for both individual and group AWEP and CWEP emersion into a predominately English-speaking work environments that ultimately promotes self-sufficiency in local labor markets.
- F. The contractor will ensure the provision of a statewide language assessment tool to allow for more defined case management and work program services.
- G. The contractor will provide specialized services as relates to a no or limited-English proficiency population, and/or through a contractual agreement with a sub-contracted agency, for all or a portion of said services as described in this contract.
 - I. A sufficient number of FTEs; minimum qualifications to include:
 1. A Bachelors degree from an approved college or university in social work, psychology, counseling, education or business administration or a related field. A minimum of two (2) years of professional work experience in counseling, teaching, social services or business involving career counseling, employee development, social work or human resources; with experience assisting individuals in finding employment, integrating a no or limited-English proficient population into a culturally different labor market, knowledge of the principles and methods of assessment and career counseling; experience or an ability to demonstrate an understanding of working with low-income populations or hard-to-serve individuals (e.g., no or limited-English speaking, learning disabled).
 2. Experience working with refugees and/or immigrants and the agencies that serve them; experience with and/or a strong familiarity with local and statewide educational and social services; experience in or an ability to demonstrate skills in job development with a no or limited-English proficient population, and public relations with employers, and experience in classroom or group instruction.
 - II. Job duties include but not limited to:
 1. Teaching/facilitating classes and activities in the areas identified in Section 4.3 of the RFP using a variety of teaching and communication techniques including computer-based models that allow no or limited-English speaking participants to work independently and/or demonstrate proficiency by testing-out of certain competency areas, to include basic computer skills, e.g., (keyboarding; internet; and e-mail);
 2. Coordinating and directing the operation of the Service Bureau, a Community Service activity, that provides participants (trainees) with on-site and off-site work assignments to gain skills for entry into the local labor market and adherence to existing cultural aspects of the local labor market skills, telephone skills, and workplace survival skills;
 3. Providing NHEP activity services including interviewing skills, tailored resume development & writing, networking techniques, and job search methods, conduct weekly orientation of no or limited-English speaking individuals entering the program, collect

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- baseline data on participants skill level, coordinate with CSP Coordinators and supervises no or limited English speaking individuals CSP activities;
4. Monitoring of no or limited-English speaking individual attendance and informs the NHEP ECS of any client attendance issues; accurately tracks and verifies individual no or limited- English speaking individuals work participation in the CSP;
 5. Entering select data in New Heights; and provides verification documentation to the local NHEP - ECS, tracks and documents no or limited-English speaking individual progress through the CSP and Service Bureau learning modules;
 6. Communicating with the NHEP ECS to address no or limited-English speaking individual barriers to employment requiring support services and/or to address any remedial action or sanctions needed to cure client behavior or performance issues in the CSP, review of no or limited-English speaking individual evaluations to improve effectiveness of CSP activities;
 7. Assisting the NHEP ECS in preparing the no or limited-English speaking individuals for transition into a WEP, OJT, and/or other countable NHEP work activities;
 8. Ensuring continued client engagement toward meeting federal work participation requirements, coordinate with CJS to review Orientation assessment materials, to develop a pertinent Work Activity Plan with the no or limited-English speaking individuals, and to select an appropriate WEP Host site;
 9. Administration of a language assessment to determine the level of English proficiency of no or limited-English speaking individuals;
 10. Assisting the CJS in developing and placing no or limited-English speaking individuals in appropriate area WEP or OJT opportunities that will build their occupational skills and increase their ability to enter the job market;
 11. Assisting as needed in the coordination of services between the NHEP Local Teams and the CSP, provide full coverage for and/or additional support to on-site staff, and other duties as assigned.
- H. The Bureau Chief of the DFA Bureau of Welfare to Work (BWW), or his or her designee, reserves the right to participate in the hiring process and/or approve all staff that work under this contract.
- I. All employees operating under the provisions of the resulting contract shall, in addition to their own reporting requirements, report to the individual designated by the BWW Bureau Chief. DFA reserves the right to remove any contracted employee from the program for unsatisfactory services.
 - II. Any sub-contracted staff shall be identified as such by the contractor, and shall meet or exceed the staffing requirements articulated herein. DFA reserves the right, with sixty (60) days advanced notice, to disallow sub use when the sub's handling of staffing concerns is not satisfactory to DFA.
- 10. Program Exit Guidelines**
- A. CSP participants will exit the WEP program when one of the following conditions is met:
 - I. Successful completion of all activities;
 - II. Employment of 30 hours or more per week;
 - III. Financial Assistance for Needy Families (FANF) closes; and/or
 - IV. The CSP is deemed inappropriate for the participant through consultation with the NHEP team member by whom the participant has been referred to the CSP.
 - B. Participants attendance, progress deficiencies, and/or behavioral issues that constitute noncompliance, or affect the safety or welfare of other participants, will require consultation with the NHEP ECS to determine continued participation or termination from the CSP. In the instance of disagreement between NHEP and the CSP as to the disposition of the participant, the Bureau Chief of Welfare to Work or their designee will make the final decision for termination from the CSP.
 - C. To promote the successful transition of participants from TANF assistance into long-term unsubsidized employment through the provision of Federal work activities including: vocational assessment, job readiness, job search, community service, work experience, OJT, and job skills

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training directly related to employment. All performance measures reports are to include the specific data sets to substantiate the outcomes being reported. The successful bidder must meet the following performance measures outcomes of the program:

- D. All clients, including those designated as having no or limited-English proficiency, shall successfully exit contracted services. An individual that has completed all their hours as assigned, and/or has left for employment, or moved into another approved activity defines a successful exit. Individuals that have not completed the hours as assigned due to leaving the program early of their own volition, and/or have been placed in noncompliance/sanction, or have not been granted an excused absence, are not counted as part of the denominator for a successful exit.
- I. Job readiness:
 1. 80% of clients shall complete a vocational assessment specifying short and long-term career plan;
 2. 80% of clients shall receive a WorkKeys certification;
 3. 80% of clients shall exit the program with the necessary job search tools, including an up-to-date resume, completed application, job search and job interviewing skills.
 - II. Job search:
 1. 80% of clients that complete the activity shall demonstrate the ability to conduct an individualized job search using standardized job search tools.
 - III. Community service:
 1. 80% of clients who have participated in community service placements shall demonstrate the obtainment of work skills to increase employability;
 2. 60% of clients in community service placement shall transition directly into an OJT or unsubsidized employment.
 - IV. Work experience:
 1. 80% of clients who have participated in work experience placements shall demonstrate the obtainment of work skills to increase employability;
 2. 60% of clients in work experience placement shall transition directly into an OJT or unsubsidized employment.
 - V. On-the-job training (OJT):
 1. 90% of clients who enter an OJT shall remain employed for the entire length of the OJT contract period;
 2. 90% of clients completing OJT contracts shall continue to be in unsubsidized employment 12 months from the end of the contract.
 - VI. Job skills training directly related to employment:
 1. 80% of clients who complete job skills training activity shall demonstrate the work skills necessary for the employment through completion of related curriculum and reported satisfactory performance in CSP activities.
 - VII. General Program Measures
 1. 80% of received client satisfaction surveys will have an overall score of 15 or above.
 2. Vocational assessment results must be completed within 5 business days from enrollment into the CSP.
 3. Maintain a minimum of 750 WEP host sites, with no less than 425 of those being active each month, for the length of the contract. An active WEP host site is defined as having been utilized within the past 180 days;
 4. Maintain a minimum of 400 clients in active WEP placement slots each month. An active WEP placement slot is defined as having been utilized within the past 180 days;
 5. Develop a minimum of 84 OJT placements over the course of the contract, with no more than 10% of placements being de-obligated.
- E. The contractor must demonstrate achievement of on-going progress towards the above performance measure outcomes, reporting on a monthly basis and otherwise meet the requirements set forth in the contract. All performance measures reports are to include the specific data sets to substantiate the outcomes being reported. In the event contract requirements are not met, the contractor shall provide DFA with a detailed corrective action plan within (30) thirty days of notification. Corrective action plans shall be subject to DFA approval. If after

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approval and implementation, the contractor remains out of compliance, DFA reserves the right to take the following actions: withhold payment, amend the corrective action plan, and/or may terminate the contract, or any portion thereof, with sixty (60) days advance written notice.

11. Reporting Requirements

- A. The contractor shall develop program reporting requirements and the related timeframes necessary for meeting those requirements, as approved by DFA. A separate report shall be provided specific to those clients that have been designated as having no or limited-English proficiency. Reporting requirements for each activity shall include but not be limited to:
- I. The successful bidder shall provide the following reports to include, but not limited to:
 1. Statewide CSP Monthly Vocational Assessment Reports
 2. Enrollments for vocational assessments
 3. Completion of all vocational assessments and any related certificates earned.
 - II. Statewide CSP Attendance Report
 1. Daily to NHEP Teams
 2. Monthly to Welfare to Work Bureau Chief
 3. Statewide CSP Weekly Capacity Reports to NHEP Teams and Welfare to Work Bureau Chief
 4. Statewide CSP Monthly and year-to-date Critical Measures to include, but not limited to:
 - (a) Number of enrollments to the CSP and an accounting of activity utilization.
 - (b) Number/reason of clients exiting CSP services
 - (c) Exits from the CSP, due to employment, to include but not limited to:
 - (i) Occupation (Job title)
 - (ii) Number of weekly hours
 - (iii) Hourly Wage
 - (iv) Standard Occupational Code
 - (d) Statewide CSP Weekly WEP host sites and slots availability (active and inactive)
 - (e) Statewide CSP Monthly OJT to include but not limited to:
 - (i) Occupation (Job title)
 - (ii) Number of weekly hours
 - (iii) Hourly wage
 - (iv) Standard occupational code
 - (v) Length of the contract with costs
 - (vi) Specific vocational preparation code
 - (f) Statewide CSP on-site WEP to include but not limited to:
 - (i) Number of on-site CWEP projects monthly and year-to-date including:
 1. Number of projects (non duplicative or recurring)
 2. Number of project hours (non duplicative or recurring)
 3. Number of participants engaged (non duplicative or recurring)
 4. Name of agencies requesting projects
 5. Identification of skills to be acquired per project
 - (g) Statewide CSP WEP to unsubsidized employment report to include, but not limited to:
 - (i) Occupation (Job title)
 - (ii) Number of weekly hours
 - (iii) Hourly wage
 - (iv) Standard occupational code
 - (v) Specific vocational preparation code
 - III. The contractor shall provide monthly and year-to-date (or as otherwise stated below) program reporting to include:
 1. Reporting individual progress reports to the responsible NHEP ECS at least bi-weekly;
 2. Number of participant referrals to the program by individual NHEP ECS;

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3. Number of enrolled participants identified as having a potential language barrier as well as other communication barriers;
 4. Number of enrolled participants identified as having a potential learning disability or difficulty;
 5. Summary of waiting lists by location showing the additions and deletions from the waiting list since the last reporting period.
 6. A report for participants for whom Tests of Adult Basic Education (TABE) tests are administered with the basic scores of the test identified. This report will be submitted by service location site and individual NHEP participant;
- IV. DFA reserves the right to adjust reporting requirements if such adjustments improve the documentation of program services and outcomes.
- V. All reporting requirements shall be provided to DFA in a format developed in conjunction with DFA and in a system that is developed by the contractor with DFA approval⁴.

⁴ DFA currently funds data collection systems for TANF-related contracted services. DFA reserves the right to retain the current systems and to require the contractor on-site to collaborate on their use.

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EXHIBIT B METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: Southern New Hampshire Services (SNHS)

Contract Period: July 1, 2013 or date of Governor and Council Approval, whichever is later, through June 30, 2015

I. FUNDING OF CONTRACT

- A. This contract is funded, with federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #93.558, Federal Agency Health and Human Services Program Title Temporary Assistance for Needy Families in the amount of \$ 9,304,228.96.
- B. Subject to the contractor's compliance with the terms and conditions of this Contract, and for services provided to eligible individuals, the Division of Family Assistance shall reimburse Southern New Hampshire Services up to a maximum total payment of \$9,304,228.96.
- C. The total amount of all payments made to the contractor for costs and expenses incurred in the performance of the Combined Staffing and Combined Services Programs during the period July 1, 2013 through June 30, 2015, shall not exceed \$ 9,304,228.96 and in accordance SFY 14 & SFY 15 budget forms.
- D. Upon receipt of monthly invoices, the Division of Family Assistance shall reimburse the Contractor when:
 - 1. Invoices submitted for reimbursement are within thirty (30) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to DFA no later than sixty (60) days after the completion date of this Contract. Failure to submit the final invoice by that date may result in non-payment.
 - 2. Payment will be made by DFA subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by the contractor to cover the costs and expenses incurred in the performances of the services.
 - 3. Payments may be withheld pending receipt of required reports as defined in Exhibit A.
- E. The contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price.
 - 1. Such amendments shall only be made upon written request to and written approval by the Division of Family Assistance.
- F. The Contractor shall invoice the Division of Family Assistance for reimbursement of expenditures in a format consistent with the agreed upon DHHS Budget Forms.

G. Invoices shall be sent to:

Financial Administrator
Department of Health & Human Services
NH Division of Family Assistance
129 Pleasant St., Brown Building
Concord, NH 03301

H. There shall be no financial costs incurred by DFA for any services or related resources that are otherwise available from Southern New Hampshire Services on a non-reimbursable basis.

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STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

Contractor Initials:
Date: 4/2/13

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. The Department reserves the right to renew this contract for up to four additional years subject to continued availability of funds, satisfactory performance of services, and approval of contract renewal by the Governor and Executive Council.



NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials:
Date: 4-12-13

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

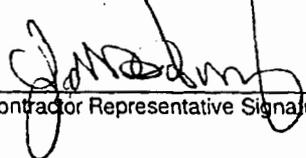
Place of Performance (street address, city, county, state, zip code) (list each location)

40 Pine Street, Manchester, NH 03103

Check if there are workplaces on file that are not identified here.

Southern New Hampshire Services, Inc. From: 7/1/2013 To: 6/30/2015
 (Contractor Name) (Period Covered by this Certification)

Gale Hennessy, Executive Director
 (Name & Title of Authorized Contractor Representative)

 4.12.13
 (Contractor Representative Signature) (Date)

Contractor Initials: 
 Date: 4.12.13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

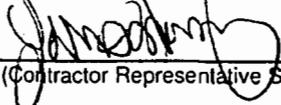
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 7/1/13 through 6/30/15

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____
 (Contractor Representative Signature) Gale Hennessy, Executive Director
 (Authorized Contractor Representative Name & Title)

Southern New Hampshire Services, Inc. _____
 (Contractor Name) (Date) 4-12-13

Contractor Initials: GH
 Date: 4-12-13

NH Department of Health and Human Services

STANDARD EXHIBIT F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: GC

Date: 4-12-13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: GA

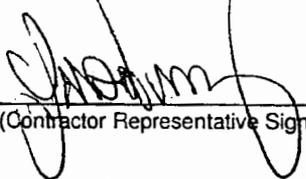
Date: 4-2-13

LOWER TIER COVERED TRANSACTIONS

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

	Gale Hennessy, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Southern New Hampshire Services, Inc.	4-12-13
(Contractor Name)	(Date)

Contractor Initials: GH
Date: 4-12-13

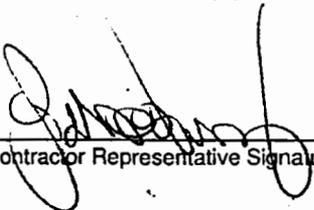
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature) Gale Hennessy, Executive Director
(Authorized Contractor Representative Name & Title)

Southern New Hampshire Services, Inc. 4-12-13

(Contractor Name) (Date)

Contractor Initials: GH
Date: 4-12-13