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Paul Leather
Deputy Commissioner of Education
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STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 FAX 603-271-1953 Citizens Services Line 1-800-339-9900

August 20, 2013

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

#### **REQUESTED ACTION**

Authorize the Department of Education to enter into a contract with Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS), Concord, New Hampshire (Vendor Code 159021) to provide independent living services upon Governor and Council approval for the period effective October 1, 2013 through September 30, 2014 in an amount not to exceed \$28,086.00 (100% Federal). Funding is available as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Account No.	<u>Amount</u>	<u>Fiscal Year</u>
06-56-56-565510-6485-102-0731 ( <b>100% Federal</b> )	\$21,065.00	2014
06-56-56-565510-6485-102-0731 ( <b>100% Federal</b> )	\$ 7,021.00	2015

#### **EXPLANATION**

The New Hampshire Department of Education receives an annual grant of \$311,766 from the United States Department of Education. The grant under Title VII, Part B of the Rehabilitation Act of 1973, as amended enables the state to continue to provide independent living services to individuals with significant disabilities so that they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provided under this contract are available statewide.

NDHHS has a governing board that is controlled by persons with disabilities and provides the four core independent living services of advocacy, information and referral, skills training, and peer support counseling. The purpose of NDHHS is to promote life with independence for people who are deaf or hard of hearing who reside in the state, which makes them uniquely suited to provide service coordination and interpreter referral services, as well as begin the development of specialized services for individuals who are deaf and blind. Services to be provided under the contract with Northeast Deaf and Hard of Hearing Services, Inc. include service coordination, sign language interpreter services, specialized services for individuals who are deaf/blind and computer assisted real time captioning.

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council August 20, 2013 Page Two

A request for proposal was published in the Manchester Union Leader and the Concord Monitor on June 19, 21 and 24, 2013 as well as posted to the Department of Education's website. Three proposals were received, Granite State Independent Living, Northeast Deaf and Hard of Hearing Services, Inc., and the Brain Injury Association of New Hampshire. A committee comprised of employees from the Department of Education and the Department of Health and Human Services reviewed the proposals submitted utilizing an evaluation tool that was developed based on the request for proposal requirements (Attachment A). The committee recommended funding Northeast Deaf and Hard of Hearing Services which will provide service coordination, sight service coordination for individuals who are deaf-blind, and interpreter services to the deaf, hard of hearing and deaf-blind population in the amount of \$28,086.00; Granite State Independent Living will provide service coordination, access services, transportation and travel training for persons with disabilities in the amount of \$200,392.00; and, the Brain Injury Association of New Hampshire (BIANH) will provide family neuro-resource facilitation, armed forces and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury and a program which provides family to family support in the amount of \$70,098.00. The Three grantees for Title VII, Part B resources will be awarded monies, pending Governor and Council approval.

The rationale for the decision to fund three proposals is based on Title VII, Part B, Section 713, of the Rehabilitation Act of 1973, as amended. Section 713 articulates the authorized uses for Part B resources. This section states that Part B monies may be used to "support activities to increase the capacities of public and nonprofit agencies and organizations and other entities to develop comprehensive approaches or systems for providing independent living services."

Each response to the Request for Proposals for Title VII, Part B monies addressed service provision to different populations of individuals with disabilities that continued to be underserved.

The Title VII, Part B FY14 RFP review occurred on Tuesday, July 25, 2013.

The RFP review panel consisted of employees from the Department of Education and the Department of Health and Human Services:

**Lisa Hatz**, Administrator III of Field Services, Bureau of Vocational Rehabilitation. Ms. Hatz brings 12 years of experience in developing and monitoring new contracts and initiatives related to vocational rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

**Sharon DeAngelis**, Business Administrator II, Division of Career Technology and Adult Learning. Ms. DeAngelis has 21 years' experience in developing and monitoring budgets for the Division as well as contract development and monitoring contract requirements.

**Joan Holleran**, Administrator I, External Relations. Ms. Holleran has administered the Independent Living program at the Department of Education for 13 years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

**Denise Sleeper**, Administrator II, Bureau of Developmental Services, Department of Health and Human Services. Ms. Sleeper has extensive experience and knowledge of programs for individuals with disabilities, and has been the Administrator of the Medicaid Infrastructure Grant for the past few years and has led efforts to significantly impact the services provided to individuals with developmental disabilities in NH.

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The federal statute (The Rehabilitation Act Amendments of 1973, as amended) requires that the State work in collaboration with the Statewide Independent Living Council to expand Part B Services. The RFP reviewers believe that this can be more effectively insured with in-depth deliberations which result in a consensus. The role of the committee members was advisory in nature. They provided information, analysis and recommendations that were presented to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.

It will be the responsibility of the contractor to hire staff to coordinate and to provide services as stated in the contract. The Department will retain responsibility for monitoring the provision of services.

In the event that Federal funds are unavailable General funds will not be requested to support this program.

Respectfully submitted,

Mysem Pr. Barry Virginia M. Barry Ph.D.

Commissioner of Education

S:/DCTA/BVR/VRCO/common/G&C/NDHHS 2014

### Attachment A

SCORING FOR REVIEW OF FY 14 TITLE VII, PART B PROPOSALS

#### <u>Proposal Criteria in the RFP</u>

Statement of Need	10 Points
Project Description	20 Points
Sustainability	20 Points
Organizational Capacity	15 Points
Collaboration	15 points
Project and Organization Budget	20 Points
Possible Points	100 Points

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<u>Title VII, Part B FY 11 Grantee</u>	<u>Amount</u>	Peer Review
Brain Injury Association of New Hampshire	\$ 70,398.00	92.25
Granite State Independent Living	200,392.00	87.50
Northeast Deaf and Hard of Hearing Services	28,086.00	79.75

Subject:

Northeast Deaf and Hard of Hearing Services-INDEPENDENT LIVING

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.					
1.1 State Agency Name	1.2 State Agency Address				
NHDOE-Division of Career Technology & Adult Learning	21 South Fruit St., Suite 20, Concord, NH 03301				
1.3 Contractor Name	1.4 Contractor Address				
Northeast Deaf and Hard of Hearing Services, Inc.	57 Regional Drive, Concord, NH 03301				
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation				
Number 565510-6485-102-0731	09/30/2014 \$28,086.00				
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number				
Virginia M. Barry, Ph.D., Commissioner of Education	603.271.3142				
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory				
Merates	Michael a. Ritter, Chairman				
on state of Notary Public of Justice of the Peace  [Seal]  1.13.2 Name and Title of Notary or state of the Peace  [Seal]	y appeared the person identified in block 1.12, or satisfactorily knowledged that s/he executed this document in the capacity				
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory				
Vilginia M. Darry	Virginia M. Barry, Ph.D., Commissioner of Education				
1.16 Approval by the N.H. Department of Administration, Divisio	n of Personnel (if applicable)				
Ву:	Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Exe	cution)				
Ву:	On: $9/3/13$				
1.18 Approval by the Governor and Executive Council					
By: V	On:				

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 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.

## EXHIBIT A The Services

The Contractor shall determine eligibility based on 34 CFR Part 364.51 and 364.4 (21 (Authority: 29 U.S.C. 706(11)(c)(e)), develop and approve Independent Living Plans based on 34 CFR 364.52, (Authority: 29 U.S.C. 71(c) and 796c(e) and (j) and provide independent living services up to the limit of the contract based on 34 CFR 364.4 sections (1) through (21), (Authority: 29 U.S.C. 79692(1).

#### I. Professional Services

The Contractor shall identify individuals who may be eligible for services, develop documentation in support of their eligibility and complete application information necessary to support their eligibility during the contract period for the following activities:

Service Coordination

- The Contractor shall employ personnel who are specialists in deaf, hard of hearing, and deaf/blind issues for the development and provision of independent living services in accordance with 34 CFR 364.23.
- 2. Provide information about independent living services and make referral to other programs for individuals with significant disabilities as required under 34 CFR 364.40.
- 3. Staff shall obtain medical, psychological, psychiatric, educational, vocational, social and financial information necessary to support eligibility for services under this program in accordance with 34 CFR 364.56. Consumers shall be notified of their right to appeal decisions made by the contractor. Consumers shall also be notified of the services of the Client Assistance Program and how to contact them in accordance with 34 CFR 364.30.
- 4. Staff shall assist applicants in the completion of application forms, and the development of the Independent Living Plan following the determination of eligibility prior to providing services in accordance with 34 CFR 364.50 and 34 CFR 364.52.
- 5. The Contractor shall coordinate services with other state and local programs to avoid duplication of services in accordance with 34 CFR 364.27.
- 6. Staff shall develop and maintain a consumer service record for each independent living program consumer. Documentation shall include eligibility or ineligibility decisions signed and dated by the Service Coordinator, services requested by the consumer, the Independent Living Plan developed with the consumer or a waiver signed by the consumer stating that an Independent Living Plan is unnecessary, the services actually provided, and goals achieved by the consumer in accordance with 34 CFR 364.53.
- 7. The Independent Living Plan (ILP) shall identify the service(s) to be provided, the approximate cost and duration; the provider; the goal of the program; the intermediate objective (s) to be attained as a result of the service(s); and the review period and criteria against which each objective shall be measured. Services that are needed beyond the period that is specified in the ILP will be provided only when the ILP is amended to specify an extension, and there is justification that the intermediate objective(s) can be attained only if the extension is approved.

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- 8. Staff shall apply for and document in the consumer service record specific comparable benefits sought and obtained, prior to billing the Department of Education, Division of Career Technology and Adult Learning's Independent Living Program in accordance with 34 CFR 364.35.
- 9. Staff shall assist the consumer in the completion of a financial needs test and inform of eligibility, for a service or combination of services. Services provided will be contingent upon financial need.

Exceptions to the limit of \$375 per 12-month period may be granted by the director of the organization providing services to the individual. The director will examine the financial status of the individual and make a determination whether the individual would be denied a necessary service if the service is not provided under Title VII, Part B.

When an individual requires a service or services that exceed the \$375 limit and the request for the service is denied, the director of the organization providing services shall notify the individual in writing. A copy of the consumer's rights, including the rights for appeal shall be included with this written notification. When an individual is denied a service under Title VII, Part B, the service provider shall offer an appeal procedure that complies with 34 CFR 364.58 and has been approved by the Statewide Independent Living Council (SILC) and the designated State Unit (DSU).

- Staff shall maintain contact with consumers and service providers to ensure that services are being delivered in a timely and appropriate manner. Contacts will be documented in the consumer service record.
- 11. Staff shall coordinate service delivery between service providers and eligible consumers to ensure timely and appropriate services until each consumer's program is determined to be inactive or closed.
- 12. Staff shall provide quarterly reports indicating consumers served and total number of hours provided. At the end of the contract period a final report shall incorporate total number of consumers served, services provided, and hours of service provided under each service category of the contract.
- 13. Staff shall maintain a management information system to produce the Title VII, 704 Annual Performance Report as required in 34 CFR Parts 364, 365, and 366.

#### Interpreter and CART Services

- The contractor shall arrange sign language interpreter services from licensed interpreters approved by the State Board of Licensure of Sign Language Interpreters for the Deaf and Hard of Hearing, for individuals who have been determined eligible for those services in accordance with 34 CFR 364.51.
- 2. Staff shall provide quarterly reports that identify usage of interpreter services, purpose and length of time.
- The contractor shall arrange for Computer Assisted Real Time Captioning (CART) services to individuals to facilitate communication between people who are hearing and those with hearing impairments, when requested by individuals who are eligible for Title VII, Part B services.
- 4. CART services shall be provided by the contractor throughout New Hampshire at the time and date requested by the eligible individual as coordinated by the interpreter referral service of the contractor.

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#### Support Services Provider (SSP) Program for Deaf/Blind Individuals

- 1. The contractor shall make available services for an SSP program which will be provided to deaf/blind individuals.
- 2. The contractor will provide a quarterly report on the status of the development and implementation of this service.

#### **Assistive Device Loan Program**

- 1. The contractor will provide short term and long term assistive device loans to individuals with hearing loss.
- 2. The contractor will make at least 4 outreach presentations at various locations, upon request.
  - II. Program Evaluation

The contractor shall conduct bi-annual customer satisfaction surveys as a documentation of quality assurance and program evaluation. The survey will document the individual satisfaction with the services provided measuring the extent to which the services received improved the consumer's ability to live independently. Results shall be compiled and presented to the Department of Education, Rehabilitation Independent Living Program and the Statewide Independent Living Council bi-annually.

III. Reporting.

All Title VII, Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports are required, no later than 10 days, after the close of the previous month. The report/log should identify the following items: type of service being provided, staff providing the service, date of the service, hours of the service, and consumers receiving the service. The grantee will submit with these reports, monthly invoices for services provided, as described above. The first report and invoice will be due November 10, 2013.

The grantee will provide a quarterly itemized expenditure report and budget reconciliation report.

The grantee shall maintain financial records to support the receipt, accounting for, allocation of, and disbursement of all funds awarded. The monthly invoice will support and document all costs associated with services provided on the contact report/log.

The grantee shall maintain documents to support the delivery of services and make them available for review upon request. Program site visits will be conducted, at least biannually, to include a comprehensive financial review.

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#### **EXHIBIT B**

Estimated Budget: Limitation on Price: Method of Payment

**Estimated Budget:** 

FY 2014

FY 2015

**Service Coordination** 

\$21,065.00

\$7,021.00

(At per hour, this includes direct cost, postage, printing, service coordinator, clerical support, financial manager and bookkeeper):

financial manager and bookkeeper);

Sign Language Interpreter Services

(Rates are based on certification level approved by the State of New Hampshire and CART Services);

**Support Service Providers** for Individuals who are Deaf/Blind.

Assistive Listening Device Loan Program for Individuals with hearing loss.

This budget may be adjusted between fiscal years but in no case can the total budget exceed the price limitation.

<u>Limitation on Price:</u> The total cost for all services provided under this contract shall not exceed \$28,086.00

<u>Method of Payment:</u> Payment shall be made following receipt of invoices which are supported by a summary of activities that have taken place in accordance with terms of the contract along with a detailed listing of expenses incurred. If correct, payment will be made for 100% of the expenditures listed.

All invoices and reports shall be forwarded to:

New Hampshire Department of Education Division of Career Technology and Adult Learning 21 S. Fruit Street, Suite 20 Concord, NH 03301

Attention: Sharon B. DeAngelis, Business Administrator II

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Contractor initials

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TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

#### **EXHIBIT C**

#### Special Provisions

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:

a. OMB Circular A-110 – "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b.

#### 14 INSURANCE

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

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Contractor Initials Wife Date 97/13

#### **EXHIBIT D**

The Contractor identified in Section 1.3 of the General provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 174. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

#### **BUSINESS ASSOCIATE AGREEMENT**

#### (1) Definitions

- a. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in CFR Section 164.501.
- c. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "<u>Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "<u>Protected Health Information</u>" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee
- j. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

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Contractor Initials Wife Date 878

#### (2) <u>Use and Disclosure of Protected Health Information</u>

- a. Business Associate shall not use or disclose PHI except as reasonable necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use or disclose PHI in any manger that would constitute a violation of the Privacy Rule if so used by covered Entity.
- b. Business Associate may use or disclose PHI:
  - (i) for the proper management and administration of the Business Associate;
  - (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
  - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third part to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose and PHI in response to a request for disclosure on the basis that it is required by law, without first notifying covered entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

#### (3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.

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Contractor Initials

Date

- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI provided under Section (3)K. herein. The Covered Entity shall be considered a direct third party beneficiary or the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity Business Associate shall provide access to PHI in a designated record set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164,524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164,526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to

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extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### (4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation or permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### (5) Termination for Cause

a. In addition to standard provision #10 of this agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

#### (6) Miscellaneous

- a. <u>Definitions and Regulatory References.</u> All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. <u>Amendment.</u> Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary to Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and state law.
- c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.

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Contractor Initials

Date 877

- e. <u>Segregation</u>. If any term or condition of the Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of the Exhibit D are declared severable.
- f. <u>Survival.</u> Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k., the defense and indemnification provisions of section 3 d. and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit D.

The State	Northeast Deaf and Hard of Hearing Services, Inc.
Signature of Authorized Representative	Signature of Authorized Representative
Virginia M. Barry, Ph.D.  Name of Authorized Representative	SUSAN WOLF-DOWNES  Name of Authorized Representative
Commissioner of Education Title of Authorized Representative	Title of Authorized Representative
C/26/13	8-7-13 Date

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Contractor Initials Mar Date 9115

## State of New Hampshire Bepartment of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC. is a New Hampshire nonprofit corporation formed April 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of July A.D. 2013

William M. Gardner Secretary of State

I,	Certificate of Authority  Cfur Simoneau, Clerk/Secretary of Wortheast Veden Hand of Hand, do hereby that:
(1)	I maintain and have custody of and am familiar with the seal and minute books of the corporation;
(2)	I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
(3)	The following (is a) (are) true and complete cop(y) (ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on June 13, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:  NDHHS Board's resolution to contract with the State of NH to provide IL services and to Identify who has authority to sign the contract with NHDOE.
	The NDHHS Board of Directors has approved Chairman Michael Ritter authority to sign the contract with NH Department of Education. Furthermore, NDHHS Board of Directors has authorized NDHHS to provide IL services.
[4]	The following is a true and complete copy of a by-law adopted at a (shareholder) (organizational) meeting on $6.27-2001$ .
(5)	The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
(6)	The following person(s) lawfully occupy the office(s) indicated below:
	NESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this day of August 2013.  Orate Seal if any)
STATE (	Clerk/Secretary  OF NEW HAMPSHIRE
COUN	1 3 N
Clerk/S	On

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

Notary Public/Justice of the Peace LAURI MCMULLEN

TDD Access: Relay NH 711

ROTARY PUBLIC, NEW HAMPSHIRE

EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES OMMISSION EXPIRES



#### 57 Regional Drive, Unit D, Concord, NH 03301 603-224-1850 Voice, 603-224-0691 TTY, 603-856-0242 Fax

To:

Sharon DeAngelis, Business Administrator

Division of Career Technology and Adult Learning

From:

Susan Wolf-Downes, Executive Director

Northeast Deaf and Hard of Hearing Services, Inc.

Date:

June 13, 2013

Subject:

Agreement: Part B Resolution

NDHHS Board's resolution to contract with the State of NH to provide IL services and to identify who has authority to sign the contract with NHDOE.

The NDHHS Board of Directors has approved Chairman Michael Ritter has authority to sign the contract with NHDOE. Furthermore, NDHHS Board of Directors has authorized NDHHS to provide IL services.

Michael Ritter, Chairman

Susan Wolf-Downes, Executive Director

Date:

## ACORD<sub>™</sub> C

Client#: 39554

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/12/13

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 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).

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PRODUCER	CONTACT NAME:			
Davis Towle Morrill & Everett	PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935			
115 Airport Road	E-MAIL ADDRESS:			
P O Box 1260	INSURER(S) AFFORDING COVERAGE	NAIC#		
Concord, NH 03302-1260	INSURER A: Maine Mutual Group Insurance Co			
INSURED	INSURER B: Travelers Indemnity Co.			
Northeast Deaf and Hard of Hearing	INSURER C:			
Services, Inc.	INSURER D:			
57 Regional Drive, Suite 4	INSURER E :			
Concord, NH 03301-8518	INSURER F:			
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER.
THE IS TO CERTIEV THAT THE	DOLLCIES OF INSURANCE LISTED BELOW	A HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICE

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 SU	JBR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	GENERAL LIABILITY		BP10950012			EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
	X POLICY PRO- JECT LOC						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		KU10950012	04/23/2013	04/23/2014	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$1,000,000
	DED X RETENTION \$10000						\$
В	WORKERS COMPENSATION		6KUB0334N61613	04/14/2013	04/14/2014	X WC STATU- TORY LIMITS ER	
	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$500,000
}	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	<b>\$500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000
			_				

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

Workers Comp State - NH

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Vocational Rehabilitation, Lisa Hatz, M.A., C.R.C. Interim Director, VR Field of Serv. Admin. 21 South Fruit St, Concord, NH 03301

#### CANCELLATION

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** 

Moule 2010

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2:02 PM 06/13/13 Accrual Basis

## Northeast Deaf and Hard of Hearing Services, Inc. Profit & Loss

July 1, 2012 through June 14, 2013

Income		Jul 1, '12 - Jun 14, 13
M001 - INVOICED FUNDS	Ordinary Income/Expense	
4010		99 500 00
4030   Contributions   10,100,00		
4085 - Individual Contributions         5,075,00           4099 - Tutoring Services         166,00           4100 - Interpreting Services         166,00           4110 - Grants Awarded         311,030,69           4163 - Administration Fee         1,617,74           4164 - Re-billing / late fee         600,00           4165 - Equipment Rental Fee         4,750,00           4170 - Program Fees         90,914,82           4175 - Presentation Fees         200,00           4180 - Reimbursed Expenses         0.00           4190 - Reimbursed Expenses         0.00           4195 - Donated Revenue         116,71           Total Income         606,959,33           Gross Profit         606,959,33           Expense         5989 - Administrative fees           5989 - Administrative fees         4,334,50           6000 - Advertising         759,00           6062 - Fund Raiser Event Expense         873,67           6120 - Bank Service Charges         1,792,90           6135 - Conferences         1,792,90           6135 - Conferences         1,793,00           6165 - Gifts         325,00           6160 - Use and Subscriptions         325,00           6160 - Gifts         372,09	4030 · Contributions Income	
4099 - Tutoring Services   225.00		
100   Interpreting Services   166.00		•
4110 - Grants Awarded         311,030.69           4163 - Administration Fee         1,617.74           4164 - Re-billing / late fee         600.00           4176 - Equipment Rental Fee         4,755.00           4170 - Program Fees         90,914.82           4175 - Presentation Fees         200.00           4180 - Referral Fees         0.00           4190 - Reimbursed Expenses         0.00           4195 - Donated Revenue         116.71           Total Income         606,959.33           Expense         606,959.33           Expense         4,934.50           6000 - Advertising         759.00           6062 - Fund Raiser Event Expense         873.67           6120 - Bank Service Charges         974.62           6125 - Books         1,079.29           6135 - Conferences         11,934.78           6140 - Contributions         275.00           6160 - Dues and Subscriptions         325.00           6160 - Books         1,274.00           6170 - Equipmental Rental         1,86.37           6180 - Insurance		
4164 - Re-billing / late fee         4,750.00           4170 - Program Fees         90,914.82           4170 - Program Fees         90,914.82           4175 - Presentation Fees         200.00           4180 - Referral Fees         46,315.00           4190 - Relimbursed Expenses         0.00           4195 - Donated Revenue         116.71           Total Income         606,959.33           Grose Profit         606,959.33           Expense         6000 - Advertising         759.00           6002 - Advertising         759.00           6002 - Fund Raiser Event Expense         873.67           6120 - Bank Service Charges         974.62           6125 - Books         1,079.29           6135 - Conferences         11,934.78           6140 - Contributions         275.00           6180 - Dues and Subscriptions         325.00           6165 - Gifts         372.09           6170 - Equipmental Rental         1,846.37           6170 - Equipmental Rental         1,846.37           6170 - Interest Expense         2,739.80           6179 - Job Coach fees         278.13           6180 - Insurance         33,419.2           6195 - Interpreter Fees         38,856.12 <td< th=""><th>4110 · Grants Awarded</th><th></th></td<>	4110 · Grants Awarded	
4165 - Equipment Rental Fee       4,750.00         4170 - Program Fees       200.00         4180 - Refestral Fees       46,315.00         4180 - Reimbursed Expenses       0.00         4195 - Donated Revenue       116.71         Total Income       606,959.33         Grose Profit       606,959.33         Expense       4,934.50         6000 - Advertising       759.00         6082 - Fund Raiser Event Expense       873.67         6120 - Bank Service Charges       974.62         6125 - Books       1,079.29         6135 - Conferences       11,934.78         6140 - Contributions       275.00         6160 - Dues and Subscriptions       325.00         6165 - Gifts       372.09         6170 - Equipmental Rental       1,846.37         6170 - Interpreter Fees       7,379.80         6170 - Job Coach fees       278.13         6180 - Insurance       33,481.92         6195 - Interpreter Fees       38,856.12         6200 - Interest Expense       400.00         6235 - Luncheon       4,531.12         6250 - Postage and Delivery       1,756.72         6286 - Professional Pevelopment & CPE       75.00         6270 - Professional Fees		·
4170 - Program Fees   200.00		
4180 · Referral Fees       46,315.00         4195 · Donated Revenue       116.71         Total Income       606,959.33         Gross Profit       606,959.33         Expense       5999 · Administrative fees       4,934.50         6000 · Advertising       759.00         6022 · Fund Raiser Event Expense       873.67         6120 · Bank Service Charges       974.62         6125 · Books       1,079.29         6135 · Conferences       11,934.78         6140 · Contributions       275.00         6160 · Dues and Subscriptions       325.00         6167 · Equipmental Rental       1,846.37         6170 · Equipmental Rental       1,846.37         6170 · Equipmental Rental       1,846.37         6180 · Insurance       33,481.92         6195 · Interpreter Fees       38,856.12         6200 · Interest Expense       400.00         6230 · Licenses and Permits       105.00         6250 · Printing and Reproduction       6,859.79         6265 · Professional Development & CPE <th></th> <th></th>		
A190 - Reimbursed Expenses   0.00	4175 · Presentation Fees	
### Total Income ###		
Total Income   606,959.33		
Expense		
Expense   5999 - Administrative fees   5999 - Administrative fees   6000 - Advertising   759.00   6062 - Fund Raiser Event Expense   873.67   6120 - Bank Service Charges   974.62   6125 - Books   1,079.29   6135 - Conferences   11,934.78   6140 - Contributions   275.00   6160 - Dues and Subscriptions   325.00   6165 - Giffs   372.09   6170 - Equipmental Rental   1,846.37   6178 - Instructor's Fees   7,379.80   6179 - Job Coach fees   278.13   6180 - Insurance   33,481.92   6195 - Interpreter Fees   38,856.12   6200 - Interest Expense   400.00   6230 - Licenses and Permits   105.00   6235 - Luncheon   4,531.12   6250 - Postage and Delivery   1,756.72   6260 - Printing and Reproduction   6,869.79   6285 - Professional Development & CPE   75.00   6270 - Professional Eves   3,765.00   6290 - Rent   44,400.00   6300 - Repairs   5,605.98   6340 - Telephone   7,040.90   6343 - Equipment Purchases for NHDBEP   14,026.31   6348 - Equipment Purchased for TEDP   31,618.94   6349 - Training   800.90   6350 - Travel & Ent   10,937.24   6425 - Payroll taxes   25,469.23   6440 - Wages   303,248.63   6450 - Contract Labor   7,914.78   6555 - Web Site & E-Mail Expenses   2,953.40   6556 - High Speed Internet   1,576.80   6670 - Program Expense   4,790.88   6672 - Board of Directors Expense   1,030.13   6680 - Equipment Purchased (Net)   3,042.23   Total Expense   065,842.57   Net Ordinary Income   1,716.76   0710 - Interest Income   7010 - Interest Income   18.73   Net Other Income   18.73   Net		
5999 - Administrative fees         4,934.50           6000 - Advertising         759.00           6062 - Fund Raiser Event Expense         873.67           6120 - Bank Service Charges         974.62           6125 - Books         1,079.29           6135 - Conferences         11,934.78           6140 - Contributions         275.00           6160 - Dues and Subscriptions         325.00           6165 - Gifts         372.09           6170 - Equipmental Rental         1,846.37           6178 - Instructor's Fees         7,379.80           6179 - Job Coach fees         278.13           6180 - Insurance         33,481.92           6195 - Interpreter Fees         38,856.12           6200 - Interest Expense         400.00           6230 - Luncheon         4,531.12           6250 - Postage and Delivery         1,756.72           6260 - Printing and Reproduction         6,869.79           6265 - Professional Fees         13,852.79           6288 - Referral fees expense         3,765.00           6270 - Professional Development & CPE         75.00           6270 - Professional Fees         13,852.79           6288 - Referral fees expense         3,765.00           6290 - Rent         4,400.00		606,959.33
6000 - Advertising       759.00         6062 - Fund Raiser Event Expense       873.67         6120 - Bank Service Charges       1,079.29         6135 - Conferences       11,934.78         6140 - Contributions       275.00         6160 - Dues and Subscriptions       325.00         6165 - Gifts       372.09         6170 - Equipmental Rental       1,846.37         6178 - Instructor's Fees       7,379.80         6179 - Job Coach fees       278.13         6180 - Insurance       33,481.92         6195 - Interpreter Fees       38,856.12         6200 - Interest Expense       400.00         6235 - Luncheon       4,531.12         6250 - Postage and Delivery       1,756.72         6260 - Printing and Reproduction       6,869.79         6270 - Professional Development & CPE       75.00         6270 - Professional Fees       13,852.79         6288 - Referral fees expense       3,765.00         6290 - Rent       44,400.00         6300 - Repairs       5,605.98         6340 - Telephone       7,040.90         6343 - Equipment Purchases for NHDBEP       14,026.31         6349 - Training       300.90         6355 - Web Site & E-Mail Expenses       25,699.23		4,934.50
6120 · Bank Service Charges 6125 · Books 1,079.29 6135 · Conferences 119.34 · Ref 6140 · Contributions 275.00 6160 · Dues and Subscriptions 325.00 6165 · Gifts 372.00 6170 · Equipmental Rental 1,846.37 6178 · Instructor's Fees 7,379.80 6179 · Job Coach fees 278.13 6180 · Insurance 33,481.92 6195 · Interpreter Fees 38,856.12 6200 · Interest Expense 400.00 6230 · Licenses and Permits 105.00 6235 · Luncheon 4,531.12 6250 · Portage and Delivery 6260 · Printing and Reproduction 6270 · Professional Development & CPE 75.00 6270 · Professional Development & CPE 75.00 6270 · Rent 6304 · Telephone 6304 · Telephone 6343 · Equipment Purchases for NHDBEP 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 6440 · Wages 303,248.63 6450 · Contract Labor 6670 · Program Expense 6672 · Board of Directors Expense 6672 · Board of Directors Expense 6670 · Program Expense 6670 · Program Expense 6670 · Program Expense 6671 · Board of Directors Expense 6672 · Board of Directors Expense 6673 · Total Expense Other Income 7010 · Interest Income		759.00
6125 · Books 1,079.29 6135 · Conferences 11,934.78 6140 · Contributions 275.00 6160 · Dues and Subscriptions 325.00 6165 · Glits 372.09 6170 · Equipmental Rental 1,846.37 6178 · Instructor's Fees 7,379.80 6179 · Job Coach fees 278.13 6180 · Insurance 33,481.92 6195 · Interpreter Fees 38,856.12 6200 · Interest Expense 400.00 6230 · Licenses and Permits 105.00 6235 · Luncheon 4,531.2 6250 · Postage and Delivery 1,756.72 6260 · Printing and Reproduction 6,869.79 6265 · Professional Development & CPE 75.00 6270 · Professional Fees 3,765.00 6270 · Professional Fees 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchased for TEDP 31,618.40 6348 · Equipment Purchased for TEDP 31,618.40 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6555 · Office Supplies 6,660.51 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 18,73  Total Other Income 18,73		
6135 · Conferences 6140 · Contributions 275.00 6160 · Dues and Subscriptions 325.00 6165 · Gifts 372.09 6170 · Equipmental Rental 6178 · Instructor's Fees 7,379.80 6179 · Job Coach fees 6185 · Interpreter Fees 7,379.80 6195 · Interpreter Fees 38,856.12 6200 · Interest Expense 400.00 6230 · Licenses and Permits 105.00 6235 · Luncheon 4,531.12 6250 · Porinting and Reproduction 6270 · Professional Development & CPE 75.00 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 6340 · Telephone 6340 · Telephone 6343 · Equipment Purchases for NHDBEP 6348 · Equipment Purchased for TEDP 6348 · Equipment Purchased for TEDP 6350 · Travel & Ent 6425 · Payroll taxes 6450 · Contract Labor 6555 · Web Site & E-Mail Expenses 6672 · Board of Directors Expense 6672 · Board of Directors Expense 6672 · Board of Directors Expense 6705,842.57  Net Ordinary Income 7010 · Interest Income		
6140 · Contributions       275.00         6160 · Dues and Subscriptions       325.00         6165 · Gifts       372.00         6170 · Equipmental Rental       1,846.37         6178 · Instructor's Fees       7,379.80         6179 · Job Coach fees       278.13         6180 · Insurance       33,481.92         6195 · Interpreter Fees       38,856.12         6200 · Interest Expense       400.00         6233 · Luncheon       4,531.12         6250 · Postage and Delivery       1,756.72         6260 · Printing and Reproduction       6,869.79         6270 · Professional Development & CPE       75.00         6270 · Professional Fees       13,852.79         6288 · Referral fees expense       3,765.00         6290 · Rent       44,400.00         6300 · Repairs       5,605.98         6340 · Telephone       7,040.90         6343 · Equipment Purchased for TEDP       31,518.94         6349 · Training       800.90         6350 · Travel & Ent       10,937.24         6425 · Payroll taxes       25,669.23         6440 · Wages       303,248.63         6450 · Office Supplies       6,680.51         6555 · Web Site & E-Mall Expenses       2,953.40		•
6165 · Gifts 372.09 6170 · Equipmental Rental 1,846.37 6178 · Instructor's Fees 7,379.80 6179 · Job Coach fees 278.13 6180 · Insurance 33,481.92 6195 · Interpreter Fees 38,856.12 6200 · Interest Expense 400.00 6230 · Licenses and Permits 105.00 6235 · Luncheon 4,531.12 6250 · Postage and Delivery 1,756.72 6260 · Printing and Reproduction 6,869.79 6265 · Professional Development & CPE 75.00 6270 · Professional Development & CPE 75.00 6270 · Professional Fees 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6426 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605.842.57  Net Ordinary Income 18.73  Total Other Income 18.73  Net Other Income 18.73  Net Other Income 18.73		
6170 · Equipmental Rental 6178 · Instructor's Fees 7,379.80 6179 · Job Coach fees 6195 · Interpreter Fees 33,481.92 6195 · Interpreter Fees 400.00 6230 · Licenses and Permits 105.00 6230 · Licenses and Permits 105.00 6235 · Luncheon 4,531.12 6250 · Postage and Delivery 6266 · Printing and Reproduction 6,869.79 6265 · Professional Development & CPE 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 6340 · Telephone 6343 · Equipment Purchases for NHDBEP 6348 · Equipment Purchased for TEDP 6350 · Travel & Ent 6425 · Payroll taxes 6440 · Wages 6450 · Contract Labor 6555 · Web Site & E-Mail Expenses 6672 · Board of Directors Expense 7010 · Interest Income 18.73 Net Other Income 18.73 Net Other Income		
6178 - Instructor's Fees 7,379.80 6179 - Job Coach fees 278.13 6180 - Insurance 33,481.92 6195 - Interpreter Fees 38,856.12 6200 - Interest Expense 400.00 6230 - Licenses and Permits 105.00 6235 - Luncheon 4,531.12 6250 - Postage and Delivery 1,756.72 6260 - Printing and Reproduction 6,869.79 6265 - Professional Development & CPE 75.00 6270 - Professional Fees 13,852.79 6288 - Referral fees expense 3,765.00 6290 - Rent 44,400.00 6300 - Repairs 5,605.98 6340 - Telephone 7,040.90 6343 - Equipment Purchases for NHDBEP 14,026.31 6348 - Equipment Purchased for TEDP 31,618.94 6349 - Training 800.90 6350 - Travel & Ent 10,937.24 6425 - Payroll taxes 25,469.23 6440 - Wages 303,248.63 6450 - Contract Labor 7,914.78 6550 - Office Supplies 6,660.51 6555 - Web Site & E-Mail Expenses 2,953.40 6670 - Program Expense 1,030.13 6680 - Equipment Purchased (Net) 3,042.23  Total Expense 605,842.57  Net Ordinary Income 18.73  Net Other Income 18.73  Net Other Income 18.73		
6179 - Job Coach fees       278.13         6180 · Insurance       33,481.92         6195 · Interpreter Fees       38,856.12         6200 · Interest Expense       400.00         6230 · Licenses and Permits       105.00         6235 · Luncheon       4,531.12         6250 · Postage and Delivery       1,756.72         6260 · Printing and Reproduction       6,869.79         6265 · Professional Development & CPE       75.00         6270 · Professional Fees       13,852.79         6288 · Referral fees expense       3,765.00         6290 · Rent       44,400.00         6300 · Repairs       5,605.98         6340 · Telephone       7,040.90         6343 · Equipment Purchases for NHDBEP       14,026.31         6348 · Equipment Purchased for TEDP       31,618.94         6349 · Training       800.90         6350 · Travel & Ent       10,937.24         6425 · Payroll taxes       25,469.23         6440 · Wages       303,248.63         6450 · Contract Labor       7,914.78         6550 · Office Supplies       6,660.51         6555 · Web Site & E-Mail Expenses       2,953.40         6575 · Web Site & E-Mail Expenses       1,576.80         6670 · Program Expense       1		
6195 · Interpreter Fees 6200 · Interest Expense 6200 · Interest Expense 6230 · Licenses and Permits 6250 · Postage and Delivery 6250 · Postage and Delivery 6260 · Printing and Reproduction 6270 · Professional Development & CPE 6270 · Professional Fees 6288 · Referral fees expense 6300 · Repairs 6340 · Telephone 6340 · Repairs 6340 · Telephone 6343 · Equipment Purchases for NHDBEP 6348 · Equipment Purchased for TEDP 6349 · Training 6340 · Training 6350 · Travel & Ent 6425 · Payroll taxes 6440 · Wages 6440 · Wages 6550 · Office Supplies 6660.51 6555 · Web Site & E-Mail Expenses 6670 · Program Expense 6670 · Program Expense 6670 · Program Expense 6671 · Both Contract Labor 6670 · Program Expense 6672 · Board of Directors Expense 6673 · Both Contract Decomposition 6680 · Equipment Purchased (Net) 605,842.57  Net Ordinary Income 7010 · Interest income	6179 · Job Coach fees	
6200 · Interest Expense 400.00 6230 · Licenses and Permits 105.00 6235 · Luncheon 4,531.12 6250 · Postage and Delivery 1,756.72 6260 · Printing and Reproduction 6,869.79 6266 · Professional Development & CPE 75.00 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6670 · Program Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23  Total Expense 605,842.57  Net Ordinary Income 18.73  Net Other Income 18.73  Net Other Income 18.73		
6230 · Licenses and Permits 105.00 6236 · Luncheon 4,531.12 6250 · Postage and Delivery 1,756.72 6260 · Printing and Reproduction 6,869.79 6265 · Professional Development & CPE 75.00 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 18.73 Total Other Income 18.73  Net Other Income 18.73		· ·
6235 · Luncheon 4,531.12 6250 · Postage and Delivery 1,756.72 6260 · Printing and Reproduction 6,869.79 6265 · Professional Development & CPE 75.00 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6426 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 0ther Income 1,116.76 Other Income/Expense 0ther Income 18.73 Total Other Income 18.73 Net Other Income 18.73		
6260 · Printing and Reproduction 6266 · Professional Development & CPE 75.00 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6655 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23  Total Expense Other Income 7010 · Interest income 18.73  Net Other Income		
6265 · Professional Development & CPE 75.00 6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 18.73  Total Other Income 18.73		
6270 · Professional Fees 13,852.79 6288 · Referral fees expense 3,765.00 6290 · Rent 44,400.00 6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23  Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 18.73  Total Other Income 18.73  Net Other Income 18.73		
6290 · Rent       44,400.00         6300 · Repairs       5,605.98         6340 · Telephone       7,040.90         6343 · Equipment Purchases for NHDBEP       14,026.31         6348 · Equipment Purchased for TEDP       31,618.94         6349 · Training       800.90         6350 · Travel & Ent       10,937.24         6425 · Payroll taxes       25,469.23         6440 · Wages       303,248.63         6450 · Contract Labor       7,914.78         6550 · Office Supplies       6,660.51         6555 · Web Site & E-Mail Expenses       2,953.40         6556 · High Speed Internet       1,576.80         6670 · Program Expense       4,790.88         6672 · Board of Directors Expense       1,030.13         6680 · Equipment Purchased (Net)       3,042.23         Total Expense       605,842.57         Net Ordinary Income       1,116.76         Other Income       18.73         Total Other Income       18.73         Net Other Income       18.73		
6300 · Repairs 5,605.98 6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 7010 · Interest Income 18.73  Total Other Income 18.73  Net Other Income 18.73		3,765.00
6340 · Telephone 7,040.90 6343 · Equipment Purchases for NHDBEP 14,026.31 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 800.90 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 18.73  Total Other Income 18.73  Net Other Income 18.73		
6343 · Equipment Purchases for NHDBEP 6348 · Equipment Purchased for TEDP 31,618.94 6349 · Training 6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 6555 · Web Site & E-Mail Expenses 6675 · High Speed Internet 6670 · Program Expense 6672 · Board of Directors Expense 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense Other Income 7010 · Interest Income 18.73 Net Other Income 18.73 Net Other Income		
6348 - Equipment Purchased for TEDP 6349 - Training 6350 - Travel & Ent 61,937,24 6425 - Payroll taxes 6440 - Wages 6440 - Wages 6450 - Contract Labor 6555 - Office Supplies 6555 - Web Site & E-Mail Expenses 6670 - Program Expense 6672 - Board of Directors Expense 6672 - Board of Directors Expense 6672 - Equipment Purchased (Net) 7042,23  Total Expense 605,842.57  Net Ordinary Income 7010 - Interest income 7010 - Interest income 18.73  Net Other Income 18.73  Net Other Income	•	
6350 · Travel & Ent 10,937.24 6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 18.73 Total Other Income 18.73  Net Other Income 18.73		
6425 · Payroll taxes 25,469.23 6440 · Wages 303,248.63 6450 · Contract Labor 7,914.78 6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23 Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 7010 · Interest Income 18.73  Total Other Income 18.73  Net Other Income 18.73		
6440 · Wages       303,248.63         6450 · Contract Labor       7,914.78         6550 · Office Supplies       6,660.51         6555 · Web Site & E-Mail Expenses       2,953.40         6556 · High Speed Internet       1,576.80         6670 · Program Expense       4,790.88         6672 · Board of Directors Expense       1,030.13         6680 · Equipment Purchased (Net)       3,042.23         Total Expense       605,842.57         Net Ordinary Income       1,116.76         Other Income/Expense       Other Income         7010 · Interest Income       18.73         Total Other Income       18.73         Net Other Income       18.73		
6550 · Office Supplies 6,660.51 6555 · Web Site & E-Mail Expenses 2,953.40 6556 · High Speed Internet 1,576.80 6670 · Program Expense 4,790.88 6672 · Board of Directors Expense 1,030.13 6680 · Equipment Purchased (Net) 3,042.23  Total Expense 605,842.57  Net Ordinary Income 1,116.76  Other Income/Expense Other Income 18.73  Total Other Income 18.73  Net Other Income 18.73  Net Other Income 18.73		,
6555 · Web Site & E-Mail Expenses       2,953.40         6556 · High Speed Internet       1,576.80         6670 · Program Expense       4,790.88         6672 · Board of Directors Expense       1,030.13         6680 · Equipment Purchased (Net)       3,042.23         Total Expense       605,842.57         Net Ordinary Income       1,116.76         Other Income/Expense       Other Income         7010 · Interest Income       18.73         Total Other Income       18.73         Net Other Income       18.73		7,914.78
6556 · High Speed Internet       1,576.80         6870 · Program Expense       4,790.88         6672 · Board of Directors Expense       1,030.13         6680 · Equipment Purchased (Net)       3,042.23         Total Expense       605.842.57         Net Ordinary Income       1,116.76         Other Income/Expense       0ther Income         7010 · Interest Income       18.73         Total Other Income       18.73         Net Other Income       18.73		
6670 · Program Expense       4,790.88         6672 · Board of Directors Expense       1,030.13         6680 · Equipment Purchased (Net)       3,042.23         Total Expense       605,842.57         Net Ordinary Income       1,116.76         Other Income/Expense       0ther Income         7010 · Interest Income       18.73         Total Other Income       18.73         Net Other Income       18.73		
6680 · Equipment Purchased (Net)         3,042.23           Total Expense         605,842.57           Net Ordinary Income         1,116.76           Other Income/Expense Other Income         18.73           Total Other Income         18.73           Net Other Income         18.73		
Total Expense         605,842.57           Net Ordinary Income         1,116.76           Other Income/Expense Other Income 7010 · Interest Income         18.73           Total Other Income         18.73           Net Other Income         18.73		
Net Ordinary Income         1,116.76           Other Income/Expense         3,116.76           Other Income         18.73           Total Other Income         18.73           Net Other Income         18.73	6680 · Equipment Purchased (Net)	
Other Income/Expense         18.73           Other Income         18.73           Total Other Income         18.73           Net Other Income         18.73	Total Expense	605,842.57
Other Income         18.73           7010 · Interest Income         18.73           Total Other Income         18.73           Net Other Income         18.73		1,116.76
7010 · Interest Income         18.73           Total Other Income         18.73           Net Other Income         18.73		
Total Other Income 18.73  Net Other Income 18.73		18.73
Ambier a miderature i regigner an a	Total Other Income	
Net Income 1,135.49	Net Other Income	18.73
	Net Income	1,135.49

# Northeast Deaf and Hard of Hearing Services Statements of Financial Position For the Years Ended June 30, 2012 and 2011

#### **ASSETS**

				Permanently		2012	2011		
Current Assets	Un	restricted	Rest	Restricted		ricted	Total	Total	
Cash (Note 2, 5)	\$	69,909	\$	-	\$	-	\$ 69,909	\$ 40,075	
Accounts Receivable (Note 2)		25,580		-		-	25,580	26,375	
Grants Receivable - Current (Note 3, 5)		27,156		-		-	27,156	59,705	
Prepaid Expenses		3,396					3,396	3,232	
Total Current Assets		126,040		•		•	126,040	129,387	
Fixed Assets (Note 1)									
Furniture and Fixtures		6,978		-		-	6,978	6,978	
Office Equipment, Computers		43,652		-		•	43,652	47,652	
Accumulated Depreciation		(44,345)					(44,345)	(40,798)	
Total Fixed Assets, Net		6,284		•		•	6,284	13,832	
TOTAL ASSETS	\$	132,324	\$	-	\$	•	\$ 132,324	\$ 143,219	
LIA	BILI	ITIES AND	NET .	ASSETS	<b>,</b>				
Current Liabilities									
Accounts Payable	\$	9,519	\$	-	\$	•	\$ 9,519	\$ 21,489	
Accrued Expenses		1,375		-		-	1,375	7,460	
Payroll Tax Payable								1,958	
Total Current Liabilities		10,895		-			10,895	30,907	
Net Assets									
Net Assets (Note 2, 5)		121,430		_			121,430	112,312	

## Northeast Deaf and Hard of Hearing Services Statements of Activities

### For the Years Ended June 30, 2012 and 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted	2012 Total	Z011 Total	
Revenue and Support (Note 2, 9)						
Foundation Grants	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 36,287	
Government Grants	329,291	-	-	329,291	335,997	
Contributions	35,072	-	-	35,072	27,441	
Program Revenue	221,279	-	-	221,279	182,290	
Referral Fees	56,836	-	-	56,836	49,748	
Interest Income	29	-	_	29	17	
TOTAL REVENUE AND SUPPORT	652,508	-	•	652,508	631,781	
Functional Expenses						
Program Services						
Adult Education	178,434	-	-	178,434	153,612	
Outreach	35,935	-	-	35,935	11,778	
Referral Services	294,532	-	-	294,532	346,871	
TTY - Relay	73,292	-	-	73,292	51,863	
Supporting Services						
General & Administrative	55,898	-	-	55,898	52,714	
Fund Raising	5,299		_	5,299	5,441	
TOTAL FUNCTIONAL EXPENSES	643,390			643,390	622,279	
CHANGE IN NET ASSETS (Note 9)	9,118	-	-	9,118	9,503	
Net Assets - Beginning of Year	112,312	-		112,312	102,810	
NET ASSETS - END OF YEAR	\$ 121,430	<u>s</u> -	<u> </u>	\$ 121,430	\$ 112,312	

## Northeast Deaf and Hard of Hearing Services Statements of Cash Flows June 30, 2012 and 2011

		2012		2011	
Cash Flows From Operating Activities					
Change in Net Assets	\$	9,118	\$	9,503	
Adjustments to reconcile change in net assets to net					
cash provided (used) by operating activities					
Depreciation		3,547		5,342	
Amortization		-		-	
(Increase) decrease in accounts receivable		795		35,204	
(Increase) decrease in grants receivable		32,549		(28,061)	
(Increase) decrease in prepaid expenses		(163)		219	
Increase (decrease) in accounts payable		(11,970)		(21,385)	
Increase (decrease) in other accrued liabilities		(4,788)		946	
Increase (decrease) in payroll taxes		(3,255)		(1,278)	
Total adjustments		16,716		(9,012)	
Net Cash Provided (Used) by Operating Activities	_\$_	25,834	_\$_	491	
Cash Flows From Financing Activities					
Net Cash Provided (Used) by Financing Activities		-			
Cash Flows From Investing Activities					
Proceeds related to fixed asset settlement		4,000		-	
Acquisition of office equipment & furniture		-		(2,712)	
Net Cash Provided (Used) by Investing Activities		4,000		(2,712)	
NET INCREASE (DECREASE) IN CASH	\$	29,834	\$	(2,221)	
CASH AT BEGINNING OF YEAR	_\$_	40,075	<b>.</b>	42,296	
CASH AT END OF YEAR	\$	69,909		40,075	

#### NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC

Norman E. Lafond Sr., Vice Chair, Executive Committee Manchester, NH

Michael Ritter, Chairman, Executive Committee Campton, NH

Peter Simoneau, Secretary, Executive Committee Nashua, NH

Vincent Youmatz, Treasurer, Executive Committee Andover, NH

Eileen Flockhart, Board Member, Auction Chairperson Exeter, NH

Leanne Weiner, Board Member Gilmanton, NH

Jeanne Steine, Board Member Pittsfield, NH

Lisa Gosselin, Board Member Claremont, NH

Michael St. Pierre, Board Member Salem, NH

Steven Ballou, Board Member Manchester, NH

All are volunteers.

Up to date curriculum vitae of the staff who use some of Part B funds and these are their current salary for the year with other supplements.

Carol Otis, Bookkeeper	\$35,114.	(PT)
Kathleen Farrell, Referral Specialist-Part B request	\$24,375	(FT)
Emily Grave, Referral Specialist-Part B-back up	\$32,196	(FT)
Paul Baravello, I&R	\$21,657	(FT)
Susan Wolf-Downes-Executive Director	\$64,562	(FT)

### **BY-LAWS**

**OF** 

## NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.

Ratified: April 30,2000 June 1, 2000 May 13, 2001 June 21, 2001 January 13, 2005

Version 5.0

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### ARTICLE I - BOARD OF DIRECTORS

#### SECTION 1: GENERAL POWERS:

The property, affairs and business of the Northeast Deaf and Hard of Hearing Services, Inc. (the Corporation) shall be controlled and managed by the Board of Directors. Without limiting the generality of the forgoing, such control shall include the power to: hire employees, professional, clerical and secretarial; enter into employment agreements with employees where deemed advisable; determine levels of employee compensation, including wages, salaries, bounced and other fringe benefits; terminate the employment of an employee; determine condition of employment, including hours of work, work responsibility, vacation time, and sick leave; authorize the purchase or rental of property, and determine all policies of the Corporation with regard to the conduct of business of the organization. The Board of Directors may from time to time delegate particular responsibilities to specified officers or Committees of the Corporation as shall deem advisable. They may adopt such rules and regulations for the conduct of their meeting and the management of the organization not inconsistent with these By-Laws, the Corporation Articles of Agreement, or the laws of the State of New Hampshire as they may deem proper.

#### SECTION 2: ELIGIBILITY:

The Board of Directors of the Corporation and its Officers shall be at least eighteen (18) years of age and residents of the State of New Hampshire. At all times, except for temporary periods, due to resignation, death or incapacity of one or more Directors, there shall be not less than five (5), nor more than thirteen (13) Directors of NDHHS, 51% of the Directors shall be either deaf or hard of hearing, and none of whom shall be in the same immediate family or related by blood or marriage.

#### SECTION 3: NUMBER AND QUALIFICATIONS:

The number of Directors may be increased or diminished by action of a majority of the Board of Directors at any regular or special meeting, except that no such action shall be effective to remove a Director then in Office.

#### SECTION 4: TERM OF OFFICE:

The term of each Director shall be three (3) years and until his or her successor shall have been appointed and shall have been qualified, or until his or her death, resignation or removal in the manner hereinafter provided. At no time may the entire Board of Directors be slated for reelection, nor at any time may the entire Board of Directors resign in full number.

#### SECTION 5: ELECTION:

The Board of Directors shall nominate a slate of Directors for the open directorship positions each year prior to the annual meeting of the Directors of the Corporation. The Directors of the Corporation shall be notified of such slate of Directors in the notice of each annual meeting of the Corporation. The Directors of the Corporation shall vote on and elect the Directors at the annual Meeting of the Directors of the organization.

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## SECTION 6: SUSPENSION, EXPULSION AND REFUSAL OF MEMBERSHIP TO THE BOARD OF DIRECTORS:

With a majority vote of the Board of Directors shall, in their sole and absolute discretion, have the power to suspend or expel a Director or refuse membership to any individual who refuses to comply with these By-laws or who engages in conduct unbefitting a Director. In such event the Board of Directors shall deliver written notice of its action to such individual and provide such individual an opportunity to appear before the Board of Directors within five (5) days notice.

#### SECTION 7: BOOKS AND RECORDS:

The correct and complete books and records of account and minutes of the proceedings of Members of the Board of Directors shall be kept by the Secretary of the Corporation, a copy of which shall be placed on file in the offices of the Corporation.

#### **SECTION 8: RESIGNATIONS:**

Any Director of the Corporation may resign at any time by giving written notice to the Chairperson of the Board or to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### SECTION 9: REMOVAL OF DIRECTORS:

Any Director may be removed, either with or without cause at any time, by a majority vote of the Directors at a duly called meeting of the Directors of NDHHS.

#### SECTION 10: VACANCIES:

Any vacancy of the Board of Directors caused by death, resignation or removal may be filled in by a majority vote of the remaining Directors. A Director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office or until the next annual meeting, if sooner.

# ARTICLE II - MEETINGS OF THE BOARD OF DIRECTORS

#### SECTION 1: PLACE OF MEETINGS, ETC:

The Board of Directors may hold its meetings and have one or more offices in such places within or without the State of New Hampshire as the Board from time to time may determine or, in the case of meetings, as shall be specified or fixed in respective notices or waivers of notice thereof. The time and place of such meetings shall be fixed by the Chairperson of the Board of Directors of the Corporation.

#### **SECTION 2: SPECIAL MEETINGS:**

A special meeting of the Directors for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the Chairperson of the Board, or upon written application therefore to the Secretary at the request of any four (4) Directors at the time being in office. Notice of each such meeting shall be mailed to each Director,

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addressed to such Director at his or her residence or usual place of business, at least four (4) days before the day on which the meeting is to be held or shall be sent to him or her at such place by telegraph, cable, facsimile, radio, wireless or email or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting, and shall state the agenda of items to be discussed at such meeting. No business other than that specified in the agenda contained in the notice for the meeting shall be transacted at any special meeting of the Directors, without the unanimous written consent of each of the Directors. Notice of any meeting of the Directors need not be given to any Directors, however, if waived by him or her in writing or by telegraph, cable, facsimile, radio, wireless or email, whether before or after such meeting be held, or if he or she shall be present at such meeting unless his or her attendance a the meeting is expressly for the purpose of objecting to the transaction of any business because the meeting is not lawfully convened; and any meeting of the Directors shall be a legal meeting without any notice thereof having been given, if all of the directors shall be present thereat.

#### **SECTION 3: ANNUAL MEETING:**

An annual meeting of the Corporation shall take place with in 90 days of the close of the fiscal year. The location and time of the meeting will be decided on by the Board of Directors.

#### SECTION 4: QUORUM:

At each meeting of the Directors, the presence, in person or by proxy, of a majority of the Directors, shall constitute a quorum for the transaction of business except where otherwise provided by law or by the Articles of Agreement of the Corporation or any amendments thereto. In the absence of a quorum at any meeting or any adjournment thereof the Directors of the Corporation present in person or by proxy shall have the power to adjourn the meeting from time to time, until additional Directors necessary to constitute a quorum shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting of the Directors shall not be required to be given, except when expressly required by law.

#### SECTION 5: VOTING:

- a) Each Director of the Corporation who has attained the age of eighteen (18) years of age shall, except as otherwise provided by law, by the Articles of Agreement of the Corporation or by these By-laws, at every meeting of the Directors be entitled to one vote in person or by proxy.
- b) At any meeting of the Directors at which a quorum is present, a majority represented thereat in person or by proxy shall decide any question brought before such meeting unless a larger or different vote or proportion is required by law or by the Articles of Agreement of the Corporation or by these By-Laws.
- c) All voting shall be by voice/sign vote, except that a written ballot may be used when so requested by a majority of the Directors present at the meeting. If a written ballot shall be used, then each ballot shall state the name of the Director voting, and if such ballot be cast by proxy, the name of the proxy.

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#### SECTION 6: DIRECTORS' ACTION WITHOUT MEETING:

Any action which, under any provision of the New Hampshire Business Corporation Act, RSA 293-A, may be taken at a meeting of shareholders, may be taken by all of the Directors without such a meeting if consent in writing, (including email) setting forth the action so taken or to be taken, is signed severally or collectively by all Directors. The Secretary shall file such consent or consents with the minutes of the meetings of the Directors.

#### **SECTION 7: COMPENSATION:**

Directors shall receive no compensation for attendance at regular or special meetings or for services rendered to the Corporation, but may be reimbursed for actual expenses incurred in attending regular or special meetings or incidental to services performed for the Corporation.

#### SECTION 8: DIRECTORS' PARTICIPATION IN MEETING BY TELEPHONE:

A Director may participate in a meeting of the Board of Directors by means of conference telephone or similar communication equipment enabling all Directors participating in the meeting to hear, see or read(via TTY) one another. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

# ARTICLE III - COMMITTEES OF THE BOARD OF DIRECTORS

#### SECTION 1: DESIGNATION; VACANCIES:

The Board of Directors, by a resolution passed by a majority of the whole Board, may designate such number of their members entitled to vote (not less than three (3) which may include the Chairperson of the Corporation), as it may from time to time determine, to constitute a committee for a specified purpose, each committee member of which, unless otherwise determined by the Board, shall continue to be a member thereof until the expiration of his or her term of office as a Director.

#### **SECTION 2: POWERS:**

During the intervals between the meetings of the Board of Directors, each committee of the Board of Directors shall have all of the powers of the Board of Directors in the management of the business and affairs of the Corporation as are delegated to them, and may exercise such powers in such manner as the committee shall deem best for the interests of the Corporation in all cases in which specific direction shall not have been given by the Board of Directors.

#### SECTION 3: PROCEDURES; MEETINGS; QUORUM:

Each committee shall make its own rules of procedure and shall meet at such times and such place or places as may be provided by such rules or by resolution of the committee. A majority of the whole number of the members of each committee shall constitute a quorum at any meeting thereof, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. The Board of Directors shall

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have power at any time to change the members of any committee, to fill vacancies, and to discharge the committee.

#### **SECTION 4: NOMINATING COMMITTEE:**

The Board of Directors, by resolution passed by a majority of the whole Board, may designate members of the Board to constitute a Nominating Committee, which shall in each case consist of such number of Directors and shall have and may exercise such powers, as the Board may determine and specify in the respective resolutions appointing them. The Nominating committee shall determine a list of nominees for the Board of Directors and Officers of the Corporation each year and shall present such list to the Board of Directors for nomination. The Board of Directors shall have the power at any time to change the members of the Nominating Committee, to fill vacancies and to discharge the Nominating Committee.

#### SECTION 5: EXECUTIVE COMMITTEE:

The Board of Directors, by resolution passed by a majority of the whole Board, may designate members of the Board to constitute an Executive committee, which shall consist of the chairpersons of each committee of the Board of Directors, and other members as the Board may determine and specify in the respective resolutions appointing them. The Executive Committee shall have and may exercise such powers as the Board may determine and specify in the respective resolutions appointing them. The Board of Directors shall have the power at any time to change the members of the Executive Committee, to fill vacancies, and to discharge the Executive Committee.

#### SECTION 6: COMPENSATION:

Members of the Nominating Committee, the Executive Committee or of other committees of the Board of Directors shall receive no compensation for their services of such committees.

# ARTICLE IV - OFFICERS OF THE BOARD OF DIRECTORS

#### SECTION 1: NUMBER:

The Officers of the Corporation shall include a Chairperson of the Board, a Treasurer, and a Secretary and such other officers as the Board of Directors my from time to time deem appropriate. One person may hold offices and perform the duties of more than one of said officers.

#### SECTION 2: ELECTION, TERM OF OFFICE AND QUALIFICATIONS:

The Officers shall be elected annually by the Board of Directors. Each officer shall hold office until a successor to such office shall have been elected and shall have qualified, or until the death, resignation, or removal of such officer in the manner hereinafter provided.

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#### SECTION 3: REMOVAL:

Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served by such action.

#### **SECTION 4: RESIGNATIONS:**

Any officer may resign at any time by giving written notice to the Board of Directors or to the Chairperson or to the Secretary. Such resignations shall take effect at the time specified therein; and, unless otherwise specified therein and the acceptance of such resignation shall not be necessary to make it effective.

#### **SECTION 5: VACANCIES:**

A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by in these Bylaws for election or appointment to such office.

#### SECTION 6: THE CHAIRPERSON OF THE BOARD:

The Chairperson of the Board shall be elected from among the Directors and shall, if present, preside at all meetings of the Board of Directors. Except where by law the signature of the Secretary is required, the Chairperson of the Board shall possess the power to sign all certificates, contracts and other instruments of the Corporation which may be authorized by the Board of Directors or by the Executive Committee. The Chairperson of the Board shall, in general, perform all duties incident to the office of Chairperson of the Board; subject however to the direction and control of the Board of Directors, and such other duties as from time to time may be assigned to him or her by the Board of Directors or by the Executive Committee.

#### SECTION 7: THE TREASURER:

The Treasurer shall be the financial officer of the Corporation; shall have charge and custody of, and be responsible for, all funds of the Corporation, and deposit all such funds in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, money due and payable to the Corporation from any source whatsoever, and in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors, or by the Chairperson.

#### SECTION 8: THE SECRETARY:

The Secretary shall attend all meetings of the Members, the Board of Directors and shall keep full, true and accurate records of such meetings. The Secretary, shall be the registered agent of the Corporation; shall keep or cause to be kept in books provided for the purpose, the minutes of the meetings of the Board of Directors, these said books are to be kept at the Corporation's offices in Concord, New Hampshire. The Secretary shall see that all notices are duly given in accordance wit the provisions of these By-laws and as required by law; shall be the custodian of the records and the seal of the Corporation and see that the seal is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized in accordance of these By-laws; and in general, shall perform all duties incident to the office of Secretary and such other duties

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as may, from time to time, be assigned to him or her by the Board of Directors or by the Chairperson.

#### SECTION 9: DIRECTOR PRO TEM:

In the event that an Officer is temporarily unavailable or unable to perform his or her duties, the Board of Directors may elect a temporary replacement pro tem.

#### SECTION 10: COMPENSATION:

Officers shall receive no compensation for attendance at regular or special meetings or for services rendered to the Corporation, but may be reimbursed for actual expenses incurred in attending regular or special meetings or incidental to services performed for the Corporation.

#### ARTICLE IV - EXECUTIVE DIRECTOR

The Executive Director shall be the chief executive and administrative officer of the Corporation and shall have general and active supervision and direction over the day-to-day business and affairs of the Corporation and over its several officers, subject, however to the direction and control of the Board of Directors. The Executive Director shall sign or counter sign all certificates contracts and other instruments of the Corporation as authorized by the Board of Directors. The Executive Director shall have such other powers and duties as the Board of Directors may from time to time determine.

### ARTICLE V - CONTRACTS, CHECKS, NOTES, ETC.

#### **SECTION 1: EXECUTION OF CONTRACTS:**

All contracts and agreements authorized by and serve at the pleasure of the Board of Directors, and all checks, drafts, notes, bonds, bills of exchange and orders for payment of money shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any two of the following officers: The Chairperson of the Board, Treasurer or Secretary. The Board of Directors may, however, authorize any one of said officers to sign contracts, agreements, checks, drafts and orders for the payment of money singly and without necessity of countersignature, and may designate officers and employees of the Corporation other than those named above, or different combinations of such officers and employees, who may in the name of the Corporation, execute checks, drafts, and orders for the payment of money on its behalf.

#### SECTION 2: LOANS:

No loans shall be contracted on behalf of the Corporation and no negotiable paper shall be signed in its name unless authorized by resolution of the Board of Directors. When authorized by the Board of Directors so to do, the Chairperson or Treasurer of the Corporation thereunto authorized may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and

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deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation and, when authorized so to do, may pledge, hypothecate or transfer an securities or other property of the Corporation as security for any such loans of advances. Such authority may be general or confined to specific instances.

#### ARTICLE VI - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors.

#### ARTICLE VII - WAIVER OF NOTICE

Whenever any notice is required to be given to any member of the Board of Directors by these By-laws or the Articles of Agreement of the laws of the State of New Hampshire, a waiver of the notice in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to giving the notice.

#### ARTICLE VIII - AMENDMENTS

These By-laws may be altered, amended, repealed or supplemented, subject to appeal or change by the Board of Directors by an affirmative vote of the majority of the full Board of Directors, at any meeting or special meeting of the Board of Directors called for the purpose, provided that notice of the proposed change is given in the notice of the meeting.

#### ARTICLE IX - INDEMNIFICATION

#### SECTION 1: PERSONAL LIABILITY OF OFFICERS AND DIRECTORS:

Each Director and Officer shall be indemnified by the Corporation against personal liability to the Corporation for monetary damages or breach of fiduciary duty as a Director or Officer, or both except in respect to:

- 1. Any Breach of the Director's and/or Officer's duty to loyalty to the Corporation.
- 2. Acts or omissions which are not in good faith or which involve intentional misconduct or knowing violation of the law; or
- 3. Any transaction from which the Director, Officer or both derived any improper personal benefits.

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#### ARTICLE X - TAX EXEMPT STATUS

These B-laws of the Corporation shall at all times be so construed and limited to enable the Corporation to qualify and continue to qualify as a voluntary charitable corporation organized and existing under the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire, as amended, and as a tax exempt charitable organization organized and operated for any purpose for which an organization may be exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

#### ARTICLE XI - CONFLICT OF INTEREST POLICY

Any possible conflict of interest on the part of any member, director, office or employee in the Corporation, or a member of the immediate family of any such person, shall be disclosed in writing to the Board of Directors. In addition, when a director has any interest in any transaction that involves a specific issue before the Board of Directors, any potential conflict of interest shall be made of record through complete and full written disclosure to the Board of Directors.

Notwithstanding any of the foregoing, a transaction involving a director or officer, or a member of the immediate family of any such person, shall be prohibited unless it is in the best interests of the Corporation, the transaction is for goods or services in the ordinary course of business of the Corporation for the actual and reasonable value (or for a discounted value) of the goods or services, the transaction is fair to the Corporation, and the appropriate actions as set forth herein are taken.

When a transaction involving a director or an officer, or a member of the immediate family of any such person, exceeds Five Hundred Dollars (\$500.00) but is less than Five Thousand Dollars (\$5000.00) in a fiscal year, the transaction must be approved by a two-thirds (2/3)vote of the Disinterested Directors (as hereinafter defined) without the participation, voting, or presence of any director or officer with a financial interest in the transaction or a director or officer who has had a pecuniary benefit transaction (as defined in RSA 7:19a, I(c) with the Corporation in the same fiscal year.

When a transaction involving a director or an officer, or a member of the immediate family of any such person, exceeds Five Thousand Dollars(\$5000.00) in a fiscal year, then: (i) the two-thirds vote of the Disinterested Directors is required; and (ii) prior to the consummation of the transaction, the Corporation must publish notice of the transaction in a newspaper of general circulation in the community in which the Corporation's principal office is located or in a newspaper of general circulation throughout the State of New Hampshire; and (iii) prior to the consummation of the transaction, the Corporation must provide written notice of the transaction to the Office of the Director of Charitable Trusts of the Office of the New Hampshire Attorney General.

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The minutes of the meeting in which a transaction is considered to be undertaken pursuant to this conflict of interest policy shall reflect the disclosure that was made, the abstention from voting of the interested parties and the actual vote itself.

Every new director will be advised of this policy upon assuming the position of director and shall sign a statement acknowledging and understanding of and agreement to this conflict of interest policy. The Board of Directors will comply with all requirements of New Hampshire law concerning conflicts of interest related to non-profit entities, and such New Hampshire are hereby incorporated into and made part of this conflict of interest policy by reference.

For the purposes of this conflict of interest policy, a Disinterested Director is a director who does not have a financial interest in the transaction under consideration and has not been involved in a different transaction subject to this Conflict of Interest Policy within the same fiscal year.

Notwithstanding anything herein to the contrary, under no circumstances is the Corporation to make any loans to any director or officer of the Corporation.

#### ARTICLE XII - NON-DISCRIMINATION STATEMENT

Northeast Deaf and Hard of Hearing Services, Inc., its Board of Directors, Officers and employees shall not discriminate against any individual in-regards to board membership, employment and services provided by the Corporation, on the basis of race, color, religion, sex, or national origin.

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