



Frank Edelblut Commissioner of Education

Christine Brennan Deputy Commissioner of Education

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 8, 2018

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

#### REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation 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 in an amount not to exceed \$87,019.62, effective upon Governor and Council approval through September 30, 2019. 100% Federal Funds,

Funds to support this request are available in the following account entitled Independent Services (Part B) with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

06-56-56-565010-25420000-102-500731 Contracts for Program Services

FY 2019 \$65,264,72

FY 2020 \$21,754.90

#### **EXPLANATION**

The New Hampshire Department of Education receives an annual grant of \$305,350.00 from the United States Department of Health and Human Services, Administration on Community Living, Independent Living Administration. 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 continue 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, interpreter and Computer Assisted Real Time Captioning (CART) services, and support services for deaf-blind individuals. His Excellency, Governor Christopher T. Sununu and the Honorable Council September 5, 2018 Page 2 of 3

A request for proposal was posted to the Manchester Union Leader from May 31 Through June 3rd 2018, the Department of Education's website, the Statewide Independent Living Council's website, and released to community based organizations that are potential or former vendors. 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 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, Inc. which will provide service coordination, interpreter and Computer Assisted Real Time Captioning (CART) services, and support services for deaf-blind individuals in the amount of \$87,019.62 Granite State Independent Living will provide service coordination, access services, transportation services, travel training, and services to the blind and visually impaired in the amount of \$176,212.88; and, the Brain Injury Association of New Hampshire (BIANH) will provide service coordination, maintain a veterans website and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury, and family neuro-resource facilitation in the amount of \$72,045.50. The Title VII, Part B funds will be awarded to the three non-profits identified above, 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 provisions to different populations of individuals with disabilities that continue to be underserved.

The Title VII, Part B FFY18 RFP review occurred on Friday, June 22, 2018. The RFP review panel consisted of the following employees from the Department of Education and the Department of Health and Human Services.

**Lisa Hinson-Hatz**, Administrator IV of Field Services, Bureau of Vocational Rehabilitation. Ms. Hinson-Hatz brings 16 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.

**William Finn**, Administrator II, Services for Blind and Visually Impaired (SBVI). Mr. Finn has worked in the field of vision rehabilitation and education for 44 years. He has been the Administrator of SBVI for 18 years and has a wealth of experience in mobility and orientation, education, and independent living.

**Santina Thibedeau**, Is an Administrator IV, Special Education, Department of Education. Ms. Thibedeau is New Hampshire's director of special education services with many years in that position. Previously Ms. Thibedeau provided special education services to local school districts.

**Jean Crouch**, Ms. Crouch is a Supervisor VII in the Elderly and Adult Services Division of the Department of Health and Human Services where she is responsible to administer, monitor and coordinate grants to local communities.

**Joan Holleran**, Prior to her retirement last month Ms. Holleran was an Administrator I, External Relations. Ms. Holleran had administered the Independent Living program at the Department of Education for 16

His Excellency, Governor Christopher T. Sununu and the Honorable Council September 5, 2018 Page 3 of 3

years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

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,

Frank Edelblut

Commissioner of Education

#### Attachment A

#### SCORING FOR REVIEW OF FFY 19 TITLE VII, PART B PROPOSALS

#### Proposal Criteria in the RFP

| 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 |

#### Final Score (60 passing)

| Title VII, Part B FFY 18 Proposals                        | <u>Amount</u> | <u>Peer Review</u> |
|---|---------------|--------------------|
| Brain Injury Association of New Hampshire (BIANH)         | \$ 72,045.50  | 88.8               |
| Granite State Independent Living (GSIL)                   | \$176,212.88  | 71                 |
| Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS) | \$ 87,019.62  | 61.2               |

|       | Lisa<br>Hinson-<br>Hatz | Santina<br>Thibedeau | Jean<br>Crouch | William<br>Finn | Joan<br>Holleran | Average |
|-------|-------------------------|----------------------|----------------|-----------------|------------------|---------|
| BIANH | 90                      | 86                   | 89             | 87              | 92               | 88.8    |
| GSIL  | 98                      | 41                   | 41             | 85              | 90               | 71      |
| NDHHS | 93                      | 32                   | 31             | 75              | 75               | 61.2    |

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

|   | GENERAL  | I KOVISIONS                                   |                                     |  |  |
|---|--|---|-------------------------------------|--|--|
| 1. IDENTIFICATION.  |  |   |                                     |  |  |
| 1.1 State Agency Name   |  | 1.2 State Agency Address                      |                                     |  |  |
| NH Department of Education, V   | ocational Rehabilitation   | 21 South Fruit Street, Suite 2                | 20, Concord, NH 03301               |  |  |
| ,   |  | , ,   | ,                                   |  |  |
|   |  |   | <u> </u>                            |  |  |
| 1.3 Contractor Name   | -  | 1.4 Contractor Address                        |                                     |  |  |
| Northeast Deaf and Hard of Hea  | ring Services, Inc.  | 56 Old Suncook Road, Suite                    | 6, Concord, NH 03301                |  |  |
|   |  |   |                                     |  |  |
|   | 1  |   | Lio Di Tillia                       |  |  |
| 1.5 Contractor Phone  | 1.6 Account Number   | 1.7 Completion Date                           | 1.8 Price Limitation                |  |  |
| Number  | 06.56.56.565010.05400000   | G4  | \$27.010.62                         |  |  |
| 603.224.1850  | 06-56-56-565010-25420000-<br>102-500731  | Septermber 30, 2019                           | \$87,019.62                         |  |  |
| 1.9 Contracting Officer for Stat  | te Agency  | 1.10 State Agency Telephor                    | ie Number                           |  |  |
| William.A. Finn, Administrator  |  | 603-271-3814                                  |                                     |  |  |
|   |  |   |                                     |  |  |
| 1.11 Contractor Signature   |  | 1.12 Name and Title of Cor                    | ntractor Signatory                  |  |  |
| 9//11/2.1-  |  | 11-1, 10-4                                    | a dia                               |  |  |
| MA /WW  |  | Michael Ritts                                 | V, CHAIV WAN                        |  |  |
| 1 13 Acknowledgement: State   | of New Hampshicounty of M  | Aprilia de K                                  |                                     |  |  |
|   |  |   |                                     |  |  |
| On Hugh Who before  | e the undersigned officer, persona   | lly appeared the person identifi              | ed in block 1.12, or satisfactorily |  |  |
| proven to be the person whose n   | ame is signed in block 1.11, and a   | cknowledged that s/he execute                 | d this document in the capacity     |  |  |
| indicated in block 1.12.  | _  |   |                                     |  |  |
| 1.13.1 Signature of Notary Pub  | tic ac Justice of the Peace  |   |                                     |  |  |
| •   |  |   |                                     |  |  |
| [Seal]  | 1 W  | COMM EXP 12/02/2                              | 2020                                |  |  |
| 1.13.2 Name and Title of Notar  | vor lostice of the Peace   |   |                                     |  |  |
| , , , , , , , , , , , , , , , , , , ,   | VINCENT W. Y   | MUMAT2_                                       |                                     |  |  |
|   | VINCENT W. X   | Pea ce  |                                     |  |  |
| 1.14 State Agency Signature   |  | 1.15 Name and Title of State Agency Signatory |                                     |  |  |
| hile 240  | Date: 8.16.18  | Fruk Edelblit Commissioner                    |                                     |  |  |
| 1.16 Approval by the N.H. Dep   | partment of Administration, Divis  |   | ,                                   |  |  |
|   | •  |   |                                     |  |  |
| By:   |  | Director, On:                                 |                                     |  |  |
|   |  |   |                                     |  |  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) |  |   |                                     |  |  |
|   | / / ) •  | and allows                                    |                                     |  |  |
| By: ////////////////////////////////////  |  | On: \$131/2018                                |                                     |  |  |
| 1.18 Approval by the Governor and Executive Council (if applicable)                   |  |   |                                     |  |  |
| in a ripprovin of the develor   | The second of approximation of approxima |   |                                     |  |  |
| By:   |  | On:   | •                                   |  |  |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

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

## 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MAR
Date 8/2/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials WP Date 3/2/18

## EXHIBIT A The Services

The Contractor, Northeast Deaf and Hard of Hearing Services, Inc. shall determine eligibility based on 34 CFR Part 364.51 and 364.40 (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 364.40 sections (1) through (21), (Authority: 29 U.S.C. 79692(1).

#### I. <u>Professional Services</u>

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 referrals to other programs for individuals with significant disabilities as required under 34 CFR 364.40.
- 3. The Contractor 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. The Contractor 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. The Contractor 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.

- 8. The Contractor 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. The Contractor shall assist the consumer in the completion of a financial needs test per 12-month period which begins on the date 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).

- 10. The Contractor 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. The Contractor 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. The Contractor 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. The Contractor 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

- 1. 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. The Contractor shall provide quarterly reports that identify usage of interpreter services, purpose and length of time.
- 3. 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.

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

| Contractor Initials | Mar    |
|---------------------|--------|
| Date                | 8/2/18 |

The Contractor shall make available services for an SSP program which will be provided to deaf/blind individuals.

#### **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 four (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, Division of Career Technology and Adult Learning's Independent Living Program and the Statewide Independent Living Council bi-annually.

#### III. Reporting

- 1. 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 25 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 25, 2018.
- The Contractor will provide a quarterly report on the status of the development and implementation of the SSP Program services.
- The Contractor will provide a quarterly itemized expenditure report and budget reconciliation report.
- 4. Program site visits will be conducted, at least biannually, to include a comprehensive financial review.

## EXHIBIT B Estimated Budget: Limitation on Price: Method of Payment

| Estimated Budget                               | FY 2019     | FY 2020     | Total       |
|--|-------------|-------------|-------------|
| Service Coordination Salary/Fringe<br>Benefits | \$28,156.82 | \$9,385.80  | \$37,542.62 |
| Interpreter/CART/SSP Services                  | \$26,105.63 | \$8,701.88  | \$34,807.51 |
| Staff Mileage/Travel                           | \$1,678.22  | \$559.41    | \$2,237.63  |
| Office Supplies                                | \$932.35    | \$310.78    | \$1,243.13  |
| Facility Costs                                 | \$5,967.60  | \$1,989.00  | \$7,956.60  |
| Telephone                                      | \$1,491.75  | \$497.25    | \$1,989.00  |
| Training/Professional Development              | \$932.35    | \$310.78    | \$1,243.13  |
| TOTAL  | \$65,264.72 | \$21,754.90 | \$87,019.62 |

- This budget may be adjusted between fiscal years and line items but in no case can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to adjustments.
- 2. The Contractor 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.
- 3. The Contractor shall maintain documents to support the delivery of services and make them available for review upon request.

#### <u>Limitation on Price</u>

The total cost for all services provided under this contract shall not exceed \$87,019.62

**Source of Funds:** Funds to support this request are available in FY19 and FY20 in the account entitled Independent Services (Part 8):

06-56-565010-25420000-102-500731 Contracts for Program Services \$65,264.72 \$21,754.90

#### **Method of Payment**

Monthly payments 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.

A final payment request shall be submitted no later than forty-five (45) days after the contract end date.

All invoices and reports shall be forwarded to:

New Hampshire Department of Education Division of Career Technology and Adult Learning 21 South Fruit Street, Ste. 20, Concord, NH 03301 Attention: William A. Finn, Administrator

Contractor Initials MAR
Date 8/2/18

#### **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".

Page 5 of 10

#### **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.
- "<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.

#### (2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use or disclose Protected Health Information (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 manner that would constitute a violation of the Privacy Rule if so used by covered Entity.

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Date 8/2/13

- 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.
  - 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

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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

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.

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|-----------------------|--------|
| Date_                 | 8/2/18 |

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) <u>Termination for Cause</u>

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.
- 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

Signature of Authorized Representative Signature

Northeast Deaf and Hard of Hearing Services, Inc.

Signature of Authorized Representative

Page 9 of 10

Contractor Initials Mak
Date 8/2/19

| _Frank Edelblut                    | Milloel a. Ritter                  |
|------------------------------------|------------------------------------|
| Name of Authorized Representative  | Name of Authorized Representative  |
| _Commissioner of Education         | Chair man                          |
| Title of Authorized Representative | Title of Authorized Representative |
|                                    | kgut 2, 2018                       |
| Date                               | Date                               |

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 28, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 344894

Certificate Number: 0004108856



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of June A.D. 2018.

William M. Gardner

Secretary of State

### **Certificate of Authority**

| . <u>101</u> | Clerk/Secretary of  |
|--------------|---|
| [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 Jour 21, 200 L, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation                     |
|              | The Board of Directors approves Mike Ritter with the authority to sign this contract with New Hampshire Department of Education and Vocational Rehabilitation.  |
| (4)          | The following is a true and complete copy of a by-law adopted at a (shareholder) (organizational) meeting on אַנ אַ אַנ אַן אַנ אַנ אַן אַנ |
| (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:    Moke hiter   Chair     Leter Schoolea - Secretary     Viacent lounget 2   Treasurer     Susan Walt Downer   Executive Director  |
|              | IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this  |
|              | STATE OF NEW HAMPSHIRE  COUNTY OF   |
|              | _he_ executed the foregoing certificate.  In witness whereof I hereunto set my hand and official seal   |
|              | Notary Public + Justice of the Peace  Vincent W. Yours 72  Comm Exp 12/02/20  |
|              |   |



56 Old Suncook Rd., Suite 6, D, Concord, NH 03301 603-224-1850 Voice, 603-968-5889 VP 603-856-0242 Fax, 603-224-0691 TTY www.ndhhs.org

To:

William A. Finn, Administrator

New Hampshire Department of Education

Office of Services for Blind and Visually Impaired

From:

Susan Wolf-Downes, Executive Director

Northeast Deaf and Hard of Hearing Services, Inc.

Date:

June 21, 2018

Subject:

Agreement: Part B Resolution

This agreement states the resolution of the Board of Directors at Northeast Deaf and Hard of Hearing Services to contract with the State of New Hampshire to provide Independent Living Services.

The Board of Directors approves Mr. Mike Ritter with the authority to sign this contract with New Hampshire Department of Education and Vocational Rehabilitation. Moreover, the Board of Directors authorizes NDHHS to provide the requested Independent Living Services.

WAR

Mike Ritter, Chairman

Date: 6/21/2018

Susan Wolf-Downes, Executive Director

Date: 6/21/2018

SCOLE



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS SERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES JELOW.

JELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED DEEDESENTATIVE OF PRODUCER AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

| Н  | MPORTANT: If the certificate holder<br>SUBROGATION IS WAIVED, subjected to subject the subject of | ct to  | the                   | terms and conditions of   | the po          | licy, certain (                           | policies may                               | require an e                              | D provision<br>endorsemen | nsort<br>nt. As | e endorsed.<br>statement on            |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|--|---|--|-----------------------|---|-----------------|---|--|---|---------------------------|-----------------|--|---------------|-----------------------|---------------|--|---|-------------|--|----|-----------|-------------------------------|--------------------------|----|
|  |   | O UIB  | COLU                  | III III III III III III III III III II                                | CONTA           | CT Sherri A.                              | Cole. ACS                                  | R   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| PRODUCER Davis & Towie Morrill & Everett, Inc. |   | CONTACT Sherri A. Cole, ACSR PHONE (AC, No, Ext): (603) 715-9764  FAX (AC, No): (603) 225-7935 |                       |   |                 |   | 225-7935                                   |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | Airport Road<br>scord, NH 03301   |  |                       |   | E-MAIL          | <sub>55:</sub> scole@d                    | avistowie.                                 | com                                       | (ACC, NO):                | (000)           | 220 1000                               |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| COI  | icora, NA 03301   |  |                       |   | AUUKE           |   | SURER(S) AFFOR                             |   | 36                        |                 | NAIC #                                 |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  |   |  |                       |   | MOURE           | RA:MMG In                                 |  |   | JE                        |                 | 15997                                  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| Ph/41  | JRED  |  | •                     |   |                 | RB:Travele                                |  |   |                           |                 | 19046                                  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| IN 34  | Northeast Deaf and Hard of  | Heari  | ng                    |   | INSURE          |   | io modium                                  | <u> </u>                                  |                           |                 | 10010                                  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | Services, Inc.  |  | _                     |   | INSURE          |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | 56 Old Suncook Road Sulte<br>Concord, NH 03301  | ь  |                       |   | INSURE          |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | , , , , , , , , , , , , ,   |  |                       |   | INSURE          |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| CO   | VERAGES CEF   | RTIFIC   | ATE                   | NUMBER:   | •               |   |  | REVISION N                                | IUMBER:                   |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| = O B  | HIS IS TO CERTIFY THAT THE POLICI<br>NDICATED. NOTWITHSTANDING ANY I<br>ERTIFICATE MAY BE ISSUED OR MAY<br>XCLUSIONS AND CONDITIONS OF SUCH   | REQUIF<br>' PERT<br>I POLIC  | REME<br>TAIN,<br>CIES | ENT, TERM OR CONDITIO<br>THE INSURANCE AFFOR<br>LIMITS SHOWN MAY HAVE | N OF A<br>DED B | NNY CONTRAI<br>Y THE POLICI<br>REDUCED BY | CT OR OTHER<br>IES DESCRIB<br>PAID CLAIMS: | R DOCUMENT<br>IED HEREIN I                | WITH RESPI                | ECT TO          | WHICH THIS                             |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| INSF   | TYPE OF INSURANCE   | ADDL<br>INSD   | SUBR<br>WYD           | POLICY NUMBER   |                 | (MM/DD/YYYY)                              | POLICY EXP<br>(MM/DD/YYYY)                 |   | LIMI                      | 18              | 4 000 000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| Α  | X COMMERCIAL GENERAL LIABILITY  |  |                       |   |                 |   |  | EACH OCCUR!                               | RENCE                     | \$              | 1,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | CLAIMS-MADE X OCCUR   |  | ,                     |   |                 | 04/23/2018                                | 04/23/2019                                 | DAMAGE TO R<br>PREMISES (E                | occnileuce)               | \$              | 250,000<br>5,000                       |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  |   | .  |                       |   |                 |   |  | MED EXP (Any                              | one person)               | \$              | 1,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  |   | .  |                       |   |                 |   |  | PERSONAL & A                              |                           | \$              | 2,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:  |  |                       |   |                 |   |  |   |                           |                 |  |               |                       |               |  |   | GENERAL AGO |  | \$ | 2,000,000 |                               |                          |    |
|  | POLICY POLICY LOC   |  |                       |   |                 |   |  | PRODUCTS - C                              | OMP/OP AGG                | \$              | 2,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| ,  | OTHER:  | ╅  |                       |   |                 | ļ   |  | COMBINED SIN                              | IGLE LIMIT                | \$              | 1,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| l  | AUTOMOBILE LIABILITY  |  |                       |   |                 | 04/23/2018                                | 04/23/2019                                 | (Ea accident)  BODILY INJURY (Per person) |                           | \$              | .,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS   |  |                       |   |                 | 04/23/2016                                | 04/23/2016                                 | 04/23/2019                                |                           |                 | \$                                     | ·             |                       |               |  |   |             |  |    |           |                               |                          |    |
|  |   |  |                       |   | ,               | ·   |  | ĺ   | `                         | `               | ,                                      |               | İ                     |               |  | İ | İ           |  |    |           | PROPERTY DA<br>(Per accident) | Y (Per accident)<br>MAGE | \$ |
|  | X HUTES ONLY X NOTOSYMED  |  |                       |   |                 |   |  | (Per accident)                            |                           | -               | •                                      |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| A  | X UMBRELLA LIAB X OCCUR   | + +  |                       |   |                 |   |  | EACH OCCUR!                               | SENCE                     |                 | 1,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| ``   | EXCESS LIAB CLAIMS-MADI   | <u> </u>   |                       |   |                 | 04/23/2018                                | 04/23/2019                                 | AGGREGATE                                 | TENUE                     |                 | 1,000,000                              |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | DED X RETENTIONS 10,000   | <b>⊣</b> ।   |                       |   |                 |   |  | AGGREGATE                                 |                           | s               |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| В  | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY  |  |                       |   |                 |   |  | X PER<br>STATUTE                          | OTH-                      | 1               |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  ANY PROPRIETOR/PARTNER/EXECUTIVE  | 11 1   |                       |   | 04/14/2018      | 04/14/2018                                | 04/14/2018                                 | 04/14/2018                                | 04/14/2018                | 04/14/2018      | 04/14/2018                             | 04/14/2018 04 | 04/14/2018 04/14/2019 | E.L. EACH ACC |  | s | 500,000     |  |    |           |                               |                          |    |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?   | N/A  |                       |   |                 |   |  | E.L. DISEASE                              |                           | 5               | 500,000                                |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below  | 1  |                       |   |                 |   |  | E.L. DISEASE -                            |                           | 1               | 500,000                                |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| -  | DECOMMEND OF COLUMN STATES  |  |                       |   |                 |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  |   |  |                       |   |                 |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  |   |  |                       |   |                 |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| Wo   | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC<br>rers Compensation 3A States: NH   | CLES (A  | CORE                  | ) 101, Additional Remarks Schedu                                      | ite, may 1      | e attached if mor                         | re spece ls requi                          | red)                                      |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |
| CE   | RTIFICATE HOLDER  |  |                       |   | CAN             | CELLATION                                 |  |   |                           |                 | ······································ |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | State of New Hampshire<br>Department of Education<br>Vocational Rehabilitation<br>21 South Fruit Street, Suite  | 20   |                       |   | AUTHO           | EXPIRATION CORDANCE WI                    | N DATE THE THE POLICE                      | IEREOF, NO                                | TICE WILL                 |                 | LLED BEFORE<br>ELIVERED IN             |               |                       |               |  |   |             |  |    |           |                               |                          |    |
|  | Concord, NH 03301   |  |                       | Show Col.   |                 |   |  |   |                           |                 |  |               |                       |               |  |   |             |  |    |           |                               |                          |    |

## Northeast Deaf and Hard of Hearing Services, Inc. 01a - Profit & Loss FY Jul-Jun 2017

July 2016 through June 2017

|   | Jul '16 - Jun 17      |
|---|-----------------------|
| Ordinary Income/Expense   |                       |
| Income  | 0.400.00              |
| 4000 · ASL Class Tuition  | 3,160.00              |
| 4001 · Invoiced Funds   | 105,264.00            |
| 4010 · Campaign Income<br>4010.01 · Annual Ltr - Donations            | 4,266.99              |
| 4010.02 · Santa Fund Raiser Event                                     | 520.10                |
| Total 4010 · Campaign Income  | 4,787.09              |
| 4030 · Donation Income  |                       |
| 4030.01 · Bequests & Legacies   | 60.00                 |
| 4030.02 · Mentoring Program   | 11,866.86             |
| 4030.05 Corp. Contributions/Donations                                 | 1,966.91              |
| 4030.06 · Indiv. Contributions/Donations                              | 2,958.10              |
| 4030.07 · Contributions to 2017 Move                                  | 2,600.00              |
| 4030 · Donation Income - Other  | 728.00                |
| Total 4030 · Donation Income  | 20,179.87             |
| 4098 · Family Sign Language program<br>4110 · Grants Awarded          | 36,250.00             |
| 4110.01 · TEAP Program  | 92,250.00             |
| 4110.02 · DOE-Education   | 205,725.41            |
| 4110.03 · Deaf/Blind/Low Vision Federal                               | 88,000.25             |
| 4110.06 · Part-B & SSP Grant  | 61,019.07             |
| Total 4110 Grants Awarded   | 446,994.73            |
| 4120 Program Fees Invoiced  | 110,338.93            |
| 4150 · Miscellaneous Income   | 185.00                |
| 4164 · Re-billing / Finance Charge                                    | 480.00                |
| 4165 · Equipment Rental Fee   | 2,450.00              |
| 4167 · External - Conf Rm Rental Fee                                  | 50.00                 |
| 4175 · Outreach Presentation Fees                                     | 250.00                |
| 4180 · Referral Fees  | 68,877.50             |
| 4190 · Reimbursed Expenses  | 4,139.24              |
| 4800 · Auction Items  | 15,066.80             |
| Total Income  | 818,473.16            |
| Gross Profit  | 818,473.16            |
| Expense   |                       |
| 5000 · Administrative fees<br>5000.05 · Admin Fees- NDBEDP Dhase Fees | 2,371.35              |
| Total 5000 · Administrative fees                                      | 2,371.35              |
|   | •                     |
| 5001 · Accum Amortization<br>5553 · Assessments                       | -1,826.39<br>7,468.75 |
| 6000 · Advertising  | 1,508.58              |
| 6030 · Amortization Expense   | 3,339.58              |

## Northeast Deaf and Hard of Hearing Services, Inc. 01a - Profit & Loss FY Jul-Jun 2017

July 2016 through June 2017

|   | Jul '16 - Jun 17   |
|---|--|
| 6062 · Fund Raiser Event Expense<br>6062.01 · Program Expenses - Auction<br>6062.02 · Program Expense - WTC<br>6062.03 · Program Expenses - Workshops<br>6062.04 · Program Expense - Santa                        | 4,686.29<br>4,636.24<br>2,203.60<br>525.00                 |
| Total 6062 · Fund Raiser Event Expense  | 12,051.13  |
| 6120 · Bank Service Charges<br>6121 · Late Fees<br>6125 · Books<br>6135 · Conferences   | 594.72<br>48.43<br>832.96<br>1,344.37                      |
| 6150 · Depreciation Expense<br>6160 · Dues and Subscriptions<br>6165 · Gifts<br>6165.02 · Guest Speaker<br>6165.03 · Other  | 635.32<br>835.00<br>100.00<br>469.74                       |
| Total 6165 · Gifts  | 569.74   |
| 6170 · Equipmental Rental<br>6170.01 · DOE Copier Useage<br>6170.02 · Equipment lease   | 982.75<br>1,403.98   |
| Total 6170 · Equipmental Rental   | 2,386.73   |
| 6178 · Instructor's Fees<br>6180 · Insurance<br>6180.01 · Medical HPHC (80% ER/20% EE)<br>6180.02 · Dental Ins (45.00 ea x 12)<br>6180.03 · Workers Compensation Ins<br>6180.04 · Liability Insurance (MMG-Davis) | 11,250.00<br>22,498.26<br>3,654.84<br>1,870.38<br>3,330.44 |
| Total 6180 · Insurance  | 31,353.92  |
| 6195 · Interpreter Fees   | 56,342.91  |
| 6225 - Document fees<br>6235 - Luncheon   | 1,020.00<br>715.28   |
| 6237 · Refreshments for Community Mtgs<br>6237.04 · Senior Citizens Group   | 177.37   |
| Total 6237 · Refreshments for Community Mtgs  | 177.37   |
| 6241 · Contract renewal<br>6245 · Moving Expenses<br>6250 · Postage and Delivery<br>6260 · Printing and Reproduction  | 30.00<br>4,182.62<br>1,988.04<br>1,514.10                  |
| 6265 · Professional Development & CPE   | 20,828.09  |
| 6270 · Professional Fees  | 41,395.61  |
| 6286 · Public Relations   | 107.22   |
| 6289 · Referral Database<br>6290 · Rent   | 328.00<br>23,093.87  |

## Northeast Deaf and Hard of Hearing Services, Inc. 01a - Profit & Loss FY Jul-Jun 2017

July 2016 through June 2017

|  | Jul '16 - Jun 17                      |  |  |
|--|---------------------------------------|--|--|
| 6291 · Conference Room Usage - DOE-Ed<br>6292 · Website Server Space Usage   | 3,120.00<br>2,580.00                  |  |  |
| 6293 · Conference Room Usage - Relay N<br>6294 · TEAP Room Usage<br>6340 · Telephone   | 8,468.43<br>8,037.70<br>8,202.90      |  |  |
| 6343 · Equipment Purchases - Programs  | 41,792.59                             |  |  |
| 6350 · Program Travel & Mileage  | 12,315.26                             |  |  |
| 6390 · Utilities   | 1,965.04                              |  |  |
| 6425 · Payroll taxes<br>6440 · Wages   | 27,857.46<br>381,850.51               |  |  |
| 6450 · Contract Labor<br>6550 · Office Supplies<br>6555 · Web Site & E-Mail Expenses<br>6670 · Program Expense<br>6670A · SSP Provider Expenses Detail | 347.50<br>3,797.30<br>594.73          |  |  |
| 6670M · Mileage for SSP Providers 6670T · SSP Expense Provider Time  | 1,505.44<br>5,612.50                  |  |  |
| Total 6670A · SSP Provider Expenses Detail   | 7,117.94                              |  |  |
| 6670DB · Deaf/Blind Project  | 6,616.20                              |  |  |
| 6670S-T · TRS Meeting Expenses<br>6670SR · Outreach - SPRINT Relay-NH<br>6670TE · Outreach - TEAP<br>6670W · Program Expense - Workshops               | 89.56<br>1,476.80<br>785.74<br>237.62 |  |  |
| Total 6670 · Program Expense   | 16,323.86                             |  |  |
| Total Expense  | 743,740.58                            |  |  |
| Net Ordinary Income  | 74,732.58                             |  |  |
| Other Income/Expense Other Income  |                                       |  |  |
| 7010 - Interest Income   | 43.01                                 |  |  |
| Total Other Income   | 43.01                                 |  |  |
| Net Other Income   | 43.01                                 |  |  |
| Net Income   | 74,775.59                             |  |  |



## **NDHHS Board Member Compensation Statement**

All board members are volunteers and do not receive compensation.



## Board Members and Connact Information As of: May 1, 2018

56 Old Suncook Rd, Suite 6, Concord, NH 03301 603-224-1850 Voice; 603-968-5889 VP 603-856-0242 Fax, 603-224-0691 TTY www.ndhhs.org

#### **Board Members:**

The governing board of Northeast Deaf and Hard of Hearing consists of nine to eleven members. At least fifty-one percent of the board must be Deaf or Hard of Hearing. The primary duties of the board are to supervise the Executive Director, develop policies for the agency, oversee the agency's finances and to raise funds. Between meetings, members are expected to be on committees and to actively raise funds. The average commitment for our board members is about four hours per month.

#### Chairman of the Board:

Michael Ritter Executive Committee

Email:

Term Ends: October 2018

#### Vice-Chairman:

Norman Lafond, Sr. Executive Committee

Email:

Term Ends: July 2018

#### Treasurer:

Vincent Youmatz Executive Committee

Email: -

Term Ends: October 2018

#### Secretary:

Peter Simoneau

Executive Committee

Email: [

Term Ends: January 2019

#### **Board Member:**

Eileen Flockhart

**Auction Chairperson** 

Email:

Term Ends: January 2018

#### **Board Member:**

Deborah Bailey Board Member

Émail: .

Term Ends: January 2018

#### **Board Member:**

Glenn Brown Board Member

Email:

Term Ends: October 2019

#### **Board Member:**

Tina Cook

Board Member.

Email:

Term Ends: October 2019

#### **Board Member:**

Charlotte Rice

**Board Member** 

Email:

Term Ends: May 2020

#### **Board Member:**

Claude Boucher

Board Member-

Email:

Term Ends: May 2020

#### **Board Member:**

Christine Greenwood

Böard Member

Email:

Term Enas: October 2020

#### **Board Member:**

**Open** -pending Chris Emerson

**Board Member** 

Email:

Term Ends: January 2020

#### **Board Member:**

Open

**Board Member** 

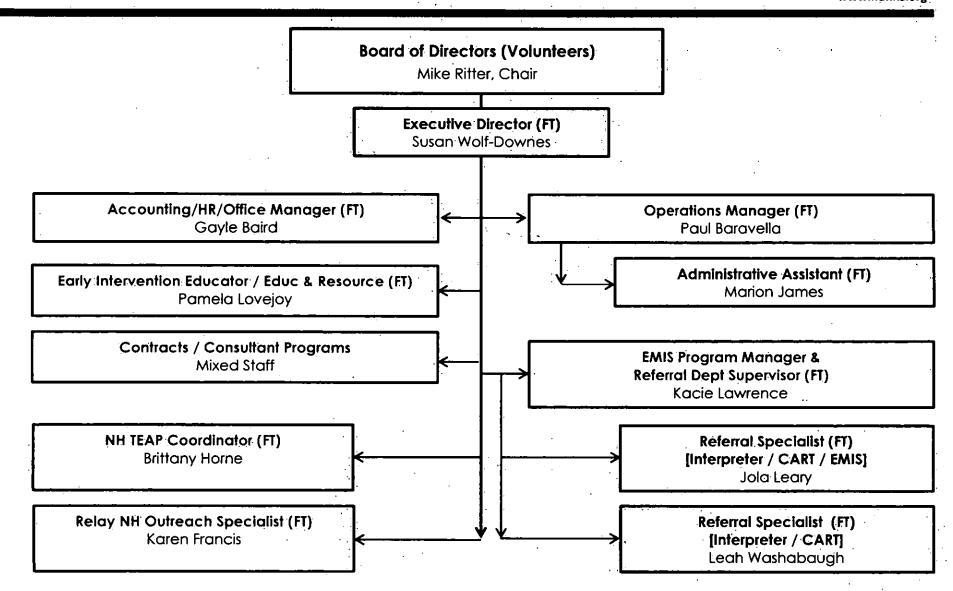
Email:

Term Ends: January 2021



## **Organizational Flow Chart 2018-2019**

56 Old Suncook Road, Suite 6, Concord, NH 03301 603-224-1850 Voice, 603-968-5889 VP 603-856-0242 Fax, 603-224-0691 TTY www.ndhhs.org



RED = Executive Level
GREEN = Full-Time Regular Staff

PURPLE = Mid Management
DARK BLUE = Part-Time Staff

**ORANGE = Program Coordinator** 



#### SALARY BREAKDOWN FOR STAFF WORKING IN THE PART B. INDEPENDENT LIVING PROGRAM 2018-2019.

| Fname  | · Lname     | -<br>Title-Position | Hours/Yr | Current<br>Rate | Annual<br>Rate         | Hr/PP  |
|--------|-------------|---------------------|----------|-----------------|------------------------|--------|
| Susan  | Wolf-Downes | Exec. Dir.          | 2080     | 33.720          | 70,137.60              | 80.000 |
| Gayle  | Baird       | Accountant I/HR     | 1950     | 23.410          | 45,649.50              | 75.000 |
| Marion | James       | Admin Assistant     | 1950     | 13.350          | 26,032 <sup>.</sup> 50 | 75.000 |
| Leah   | Washabaugh  | Referral Specialist | 1950     | 13.750          | 26,812.50              | 75.000 |

#### Susan Wolf-Downes, MS

Northeast Deaf and Hard of Hearing Services, Inc. 56 Old Suncook Road, Suite 6
Concord, New Hampshire 03301
swolf-downes@ndhhs.org

Executive Director - Northeast Deaf and Hard of Hearing Services, Inc. Manage an agency with an estimated budget of \$750,000.00 that was established in April 2001 to serve the Deaf, Hard of Hearing, Late Deafened and Deaf/Blind communities. Act as liaison with the New Hampshire State Legislature on issues related to the Deaf, Hard of Hearing, Late Deafened, Oral Deaf, Deaf/Blind and individuals who have multiple disabilities in addition to hearing loss. Oversight the centralize organization related to hearing loss issues. Provide advocacy and presentations to state, hospitals, and private agencies to inform them about NDHHS services. Search for funding sources to provide continued financial support for the center. Provide supervision and support for 10 FT staff members and several outsource positions. Plan and oversee community services including but not limited to the following:

- Communication Access Services (Interpreter & CART referral)
- Emergency Medical Interpreter Services (EMIS)
- National Deaf-Blind Equipment Distribution Program (NDBEDP)
- Information Referral
- Services for Deaf and Hard of Hearing Students
- NH Telecommunication Equipment Assistance Program (TEAP)
- Service Coordination/Advocacy
- Relay New Hampshire
- Employment Support Program
- Family Sign Language Program (FSLP)
- Early Intervention Programs (EI)
- Equipment and Materials Loan Program
- Outreach Information
- Working Together Conferences (since 2002)
- Creation of NH Chapter of Hands & Voices

### Program Specialist - Verizon Center for Customers with Disabilities (VCCD), Marlboro, MA 1995 to 2001

- Outreach Coordinator for the Verizon Equipment Distribution Program for all Disabilities:
  - Equipment Program & Services/Products Presentations
  - Outreach Cost Analysis
  - Interpreter Services
- Conduct Public Relations activities for Verizon
- Provide staff support for Residential Customer Service Center
- Represent Verizon to various Deaf and disability groups and organizations
- Deliver training on Deaf and Disabled customers to new Verizon Representatives at VCCD
- Provide presentations to various consumer groups and Verizon customers
- Network / consult with various key departments within Verizon to ensure provision of optimum services to all customers within New England and New York
- Knowledge and operation of CPE (Customer Premise Equipment) network

<u>Outreach Manager</u> - N.E. Telephone Dual Party Relay Services, Marlboro, MA 1991-1995

- Assisted in development and creation of dual party relay services as mandated by passage of Massachusetts Senate 390, which established requirements for provision of such services as well as equipment distribution and E911 services.
- Provided initial training for current management team and New England Telephone Operator Services
- Develop new and additional training materials for new hires
- Served on the Maine Advisory Board Council 1993-1997

## Independent Living Skills Specialist - Center for Living and Working, Worcester, MA. 1988 - 1991.

- Conducted advocacy and skills training for Deaf children and adults
- Advocacy with clients in court systems
- Certified Deaf Interpreter

## American Sign Language and Deaf Culture Consultant 1984 to 1991

- Occasional volunteer interpreter
- Training to agencies and residence serving Deaf clients with cognitive impairments
- Communication evaluation and training for Deaf clients with cognitive impairments
- Relay interpreting in medical and mental health settings
- American Sign Language Instructor at various Universities, Colleges and Community Education programs
- Provided Deaf Culture workshops

#### EDUCATION:

- Masters of Science in Management New England College May-2006
- Bachelor of Science in Management Lesley University, Cambridge, MA May 2000
- Associate of Arts and Sciences in Business Rochester Institute of Technology / National Technical Institute for the Deaf Rochester, NY May - 1971

### **PROFESSIONAL ACTIVITIES:**

#### **Affiliations:**

- State Rehabilitation Council (SRC)
- Statewide Independent Living Center (SILC)
- Board of Trustees for New England Home for the Deaf (NEHD)
- Formerly Chair and now Board of Trustees for Our Deaf Sisters' Center (OSDC)
- Former Membership Chair Disability Issues Awareness Leaders (Verizon)
- National Registry of Interpreters
- Alpha Sigma Alpha Sorority
- Mass State Associate of the Deaf
- NH State Associate for the Deaf
- National Association for the Deaf

#### chievements:

- Nominated for Citizen of the Year (December 2010)
- Executive Director's Award from New Hampshire Association for the Deaf (June, 2007)

- One of the 10 finalists for the Robert Wood Foundation Award (May, 2006)
- One of the 4 nominated for New Hampshire Athena Award (4/19/06)
- State of New Hampshire Craig R. Benson Governor-CITATION Award (11/21/03)
- 2003 Alumni Distinguished Award (10/10/03)
- 2003 SMSD AA Hall of Fame (Leadership Award) (6/28/03)
- 2002 Co-Master of Ceremony, Deaf Women United Conf. (DWU)
- 2001 First Executive Director for the State of NH
- 2001 Lady of Ceremony, Miss Deaf Massachusetts Pageant
- 2000 Allies Planning Team 5<sup>th</sup> year (my role as a facilitator)
- 1998 Champion Award of the Year Quota Club District 35
- 1998 Co-chair Allies Conference
- 1994 MSAD Vice President (2 years)
- 1994 NYNEX (now known as Verizon) Chairman's Team Award for Quality
- 1994 Chairperson-Mass. State Association for the Deaf, Interpreter Task Force
- 1990 Woman of the Year Quota Club District 29

#### Presenter:

- On going speaker for Quota, Lions and Rotary Clubs
- Moderator ASLTA (American Sign Language Teacher Association) (March 22 2003)
- DWU Co-Presenter on Domestic Violence (November 2002)
- 100th Anniversary for New England Home for the Deaf (Master of Ceremony, November 2001)
- Flying Hands, Links Art Program / Fundraising (Co-Master of Ceremony, April 2001)
- Miss Massachusetts Pageant (Master of Ceremony, April 2001)
- Verizon Jane Doe Event, Boston, MA (October, 2000)
- Telecommunication for the Deaf International Conference, Anchorage, Alaska, Boston, MA, Washington, DC
- National Association for the Deaf Conference, Knoxville, TN
- New Hampshire State Association for the Deaf Conference, Manchester, NH
- Massachusetts State Association for the Deaf Conference, Boston, MA
- Massachusetts Commission for the Deaf and Hard of Hearing event, MA
- Maine State Association event, Baxter, ME
- St. Mary's School for the Deaf 30<sup>th</sup> Anniversary Alumni Reunion, Buffalo, NY
- Disability Issues Awareness Leaders (Verizon) Disability Event, New York City, NY
- Archbishop Ryan Memorial Institute School for the Deaf / 75th Anniversary, Philadelphia, PA

#### References:

Furnished upon request

### Marion James

#### Experience

Interpreter Referral Specialist

I worked as a contracted referral specialist for a non-profit in the Deaf services sector. Job responsibilities included processing ASL-English Interpreter requests via phone, email, videophone, etc.

Support Service Provider

Manchester, NH 2016 -

I work with DeafBlind individuals to maintain their independence by providing services related to errands, event attendance, travel, etc.

ASL Peer Tutor - UNH Manchester

I am the ASL Peer Tutor for the ASL-English Interpreting major at UNH -Manchester. I support ASL students by holding office hours in which students can bring classwork to practice.

YMCA Welcome Center Representative

Manchester, NH 2016 -

Currently working as a Welcome Center Representative at the downtown branch of the Granite YMCA. I am responsible for membership sign-ups and information, data entry, first contact for members' questions and concerns, tours, etc.

YMCA Corporate HR Office Assistant

Mancheseter, NH 2017

I am working as an office assistant in the HR department of the Granite YMCA's Corporate Office. Duties include tasks related to data management, organization, event preparation, etc.

Nanny/Dog Care

Bedford, NH 2015-2016

Worked as a nanny for twin boys. I was responsible for morning/before school care (3+ hours/day) as well as occasional afternoons. I also provided pet care for the family's Golden Doodle puppy. Internal Auditor, General Composites, Inc.

Willsboro, NY 2014-2015

Conducted internal ISO 9001:2008 Quality Management System audits. Conducted Sensitive Operations audits (intellectual property, corporate espionage, etc.), including ITAR (International Trafficking in Arms Regulations) export-controls standards.

Colby-Sawyer College

New London, New Hampshire 2010-2014

Team Manager - CSC Women's Lacrosse Team Spring Seasons 2012-14.

New London Historical Society

New London, NH 2013

I worked as an intern, which included developing docent training materials, conducting research, creating exhibits, and attending board meetings.

Assistant Director, Adirondack Women in History

Willsboro, New York 2012

Internship aimed at revitalizing a dormant not-for-profit organization by developing exhibits, conducting research, developing research wiki, strategic plan, market survey, and conducting board meetings.

Sales Associate, Gap Outlet

Tilton, NH 2011

Assisted customers with apparel selection, monitoring fitting room and maintaining stock.

Office Assistant/Marketing Assistant Old Adirondack, Inc.

Willsboro, NY 2005-2011

Processed wholesale orders from 6 web retailers for \$1mm furniture manufacturer. I was responsible for editing graphics for assembly instructions, organizing photo shoots for catalog, providing general office support and data entry for accounting system, as well as other miscellaneous support tasks.

#### Education

UNH Manchester, Manchester NH: ASL/English Interpretation Program 2015-2018.

Gallaudet University, Washington DC: Summer ASL Immersion Program 2015/2016/2017.

Middlebury College, Middlebury VT: Summer Spanish Immersion Program 2014.

Colby-Sawyer College, New London NH: BA, History and Political Science with a minor in Business, Member of the Colby-Sawyer Women's Varsity Soccer Team 2010-2014.

SUNY Potsdam, Online: Miscellaneous classes. 2010-2014.

SUNY Plattsburgh, Plattsburgh, NY: Miscellaneous classes 2010-2014.

Willsboro Central School: Advanced NYS Regents Diploma, Member of the Willsboro Central School Varsity Soccer, Basketball, and Softball Teams.

Skills; Database Management, Microsoft Office, Event Planning, Not-For-Profit Organizations, Basic Accounting.

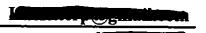
Interests; Sports, Volunteerism, Girl Scouts, Outdoor Recreation, Arts, Language, CrossFit, Running/Fitness, Nutrition.

Certifications; First Aid, CPR.

Volunteering; Gallaudet University Research Center Shared Reading Program, Lawrence, MA; Northeast Deaf and Hard of Hearing Services, Concord, NH

Recent Workshops: ASL/English Semantics (Cokely); ASL Storytelling (Humphries); Incorporating Non-Manual Markers Workshop (Bruce); What the Blank?!? (Farrell); Foundations I (Colonomous)

Recent Awards: ASL/English Interpreting Program Award, Presidential Scholar Award



#### Education

Northern Essex Community College, Haverhill, MA

Certificate in American Sign Language Interpreting

May 2009

May 2011

University of New Hampshire, Durham, NH

B.S. Communication Sciences and Disorders Minor in Deaf and Hard of Hearing Studies

Interpreter Credentials

NH Interpreter Classification System (NHICS)

NIC Written

June 2012

June 2016

#### Work history

Northeast Deaf and Hard of Hearing Services, Inc., Concord, NH (Dec. 2011-Current)

EMIS Program Manager/Referral Department Supervisor/Staff Interpreter (March 2018-Current)
Manages the Emergency Medical Interpreter Services (EMIS) Program. Efforts include, but not limited to: updating and maintaining EMIS contracts and training of hospital staff in conjunction with the Executive Director. Oversee and assist all Regional EMIS Coordinators with scheduling, logistical problems, and/or issues. As Referral Department Supervisor, oversee the Referral Department and Referral Department Staff as detailed below. In addition, provide interpreting services to NDHHS staff and the Deaf Community for any unfilled interpreting assignments.

Referral Department Supervisor/Staff Interpreter/Community Interpreter (July 2017-Dec. 2017)
Supervise the Referral Department and Referral Department Staff and perform tasks outlined below as a Referral Department Specialist. As Staff/Community Interpreter, following the RID Code of Ethics, interprets for NDHHS staff in a variety of situations as requested, such as phone calls, in-house client meetings, and visitors; maintain an in-house interpreting schedule. Work closely with NDHHS referral staff to cover unfilled

community/medical interpreting assignments; follow NDHHS in-house confidentiality standards.

Emergency Medical Interpreter Services (EMIS) Coordinator (Oct. 2013 – Sept. 2017)

Coordinate and schedule ASL interpreters for four (4) New Hampshire hospitals to be available during non-business hours. Maintain and update contracts between hospitals and NDHHS, as well as interpreter contracts. Provide outreach and training for hospitals and interpreters. Keep online schedule of interpreters updated at all times. Document all calls to the program and provide quarterly reports to the hospitals contracted with the program. Act as a secondary on-call interpreter during evening, weekend and holiday hours.

Referral Department Specialist (Dec. 2011-July 2017)

Arrange interpreter and CART services from the list of licensed interpreters provided by the NH Department of Education. Communicate with interpreters about their availability, skills, and preferences. Advocate on behalf of Deaf and Hard of Hearing consumers to make sure they are being provided for under the Americans with Disabilities Act. Maintain and update policies and procedures for interpreters, requesting entities, and internal staff. Maintains records for Deaf and Hard of Hearing consumers, as well as requesting entities. Maintain lists of qualified interpreters who have met requirements for specific medical offices or hospitals, as well as skills/training for various types of interpreting (such as DeafBlind, Tactile, Low Vision, Oral, etc.)

#### Freelance American Sign Language/English Interpreter (Dec. 2012-Current)

Translate between two languages, American Sign Language (ASL) and English, and knowledgeable of cultural norms and values held by Deaf people and those of the mainstream American culture. Certified under the New Hampshire Interpreter Classification System (NHICS) which is a state level certifying agency. Works within the guidelines of professional, ethical conduct as established by the National Registry of Interpreters for the Deaf (RID).

#### References available upon request

#### **Experience**

Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS), Concord NH 05/2015 – Present Accountant / Human Resources / Payroll

Perform highly complex budgetary work as well as more diverse administrative duties involving fiscal, personnel/payroll, and purchasing management necessary for general function of multiple projects within the organization. Additional tasks include: Accounts Payable and Receivable processing, grant and contract tracking and review, HR Policies and Procedures documentation, and supervision of staff.

NH Governor's Commission on Disability, Concord NH 12/2007 – 05/2015

#### Accountant I / Human Resources / Payroll

Perform complex budgetary work as well as diverse admin duties to include personnel and payroll, project contracts for both state and federal, purchasing, A/P and A/R management necessary for general function of multiple organizational codes.

NH Governor's Commission on Disability, Concord NH

06/2005 - 12/2007

#### Senior Accounting Technician

Review, process, and report A/P & A/R as well as budget creation, employee management, grants, strategic planning organization, member tracking, purchasing and inventory control, and payroll.

NH Governor's Commission on Disability, Concord NH

09/2004 – 06/2005

#### Secretary II

Supervision of other employees doing related or similar work, including scheduling, time, accuracy, performance appraisal, discipline, and recommending interviewing, hiring or terminating.

ProTemps, Concord NH

02/2004 - 09/2004

#### Temporary Accounting Staff to Pembroke Academy

Douglas, Leonard & Garvey, PC, Concord NH

11/2002 - 02/2004

#### Bookkeeper

Merges two accounting packages into one. Responsible for all data entry and payroll.

Lavallee/Brensinger, PA, Manchester NH 07/1993 – 11/2002

#### **Administrative Assistant**

Draft/format/proof confidential correspondence; architectural specifications; dictation for staff; update/create master docs, reports, templates, and forms. Backup assistant for accounting data entry. BONHAM (BankOne NH Asset Management, a section of the FDIC taking receivership of 13 banks in NH). Concord NH

### ORE File Library Supervisor

04/1992 - 07/1993

Developed the library; trained/supervised 2 staff & volunteers, generated reports and audits regarding data collection and distribution of properties.

BONHAM (BankOne NH Asset Management, a section of the FDIC taking receivership of 13 banks in NH), Concord NH

#### **Database Manager and Admin Assistant II**

07/1991 - 04/1992

Addressed the growing list of received properties managed by various banks and processed by various loan officers.

Office Specialists, Manager & Central NH Employment, Laconia, NH

Temp Secretary & Admin Assist to real estate, Financial, Legal Firms 03/1991 - 06/1991

#### Education

Franklin Pierce University, Concord, NH - Working on Bachelor of Science in Business Management and Accounting (2 courses from Certificate)

Ongoing

SoNH - HR Certificate Program

SoNH - Certified Public Supervisor Program

SoNH - Certified Public Supervisor Program Tune-up

Justice of the Peace, NH

Notary, NH

Current, Expires 10/03/2017

Current, Expires 11/14/2017

Littleton High School, Littleton, MA - Business/Office Program

08/2008

Current, Expires 10/03/2017

Current, Expires 11/14/2017



## Job Description: Information and Referral Specialist

#### Responsibilities include:

- Answering all modes of incoming office communication (phone, email, TTY, Video Phone, and walk-ins)
- Ensuring continuity and follow-up client care
- Updating and expanding resource and information lists
- Networking and planning with other staff, volunteers, and partner community agencies as needed
- Recording staff meeting minutes and making them available in a timely manner
- Coordinating mail disbursement- outgoing and incoming
- Maintaining room reservation schedule
- Produce reports to bookkeeper for invoicing
- Managing social media and outreach opportunities including email group postings, Facebook, newsletters, annual letter mailing, and more as assigned by the Executive Director or Operations Manager.
- Daily secretarial tasks as assigned including data tracking and entry, proofreading and editing documents, formatting spreadsheets, etc.
- Office staff support for organizational events such as the Annual Auction Fundraiser and Working Together Conferences
- General office and logistical support to all programs
- Maintaining the assistive technology demonstration and loan program
- Providing administrative support for the Exec. Dir. and Operations Manager
- General correspondence, in a timely manner, as assigned by the Executive Director or Operations manager including thank-you notes, follow-up letters, sympathy cards, flowers.
- · Assisting in meeting preparations as requested
- Administrative assistant responsibilities to the Executive Director and Operations Manager
- Completing other various projects as assigned by the Executive Director or Operations Manager



### Job Description: EMIS Program Manager

#### Primary responsibilities include:

- Oversee Referral Department operations and delegate tasks to staff
- Oversee EMIS efforts including, but not limited, to contracts, visit/training, discussion with the
   ED
- Provide weekly updates to Executive Director on Administration issues
- Monitoring Referral Department related information on NDHHS website
- Ensuring that the Referral Department software (database) is maintained and functional
- Resolve minor Referral Department staff issues and alert Executive Director when necessary.
- Update Referral Department staff work plans
- Supervise Referral Department staff
- Oversee Referral Department service coordination for incoming requests, issues (phone, video phone, walk-ins etc) and reports (Referral dept. only)

#### Direct Support/Back-Up to the Executive Director:

- Providing administrative support for the Exec. Dir. Re: referral related
- Various responsibilities as assigned by the Exec. Dir. (review EMIS coordinators positions)
- Once a year EMIS meeting for interpreters regarding logistics and run the meeting with ED

#### Staff Support Role for other Regional EMIS Coordinators:

- Oversee all Regional EMIS Coordinators with scheduling and issues
- Assisting all Regional EMIS Coordinators with problem solving and logistical problems.
- Working closely with the bookkeeper to ensure smooth invoices processes and payment.

#### Qualifications:

- Nationally certified (RID or NAD or NIC) preferred
- NH State License required
- Formal training in interpreting required (ITP)
- Bachelor's degree required
- Fluency in American Sign Language and English
- Knowledge of Deaf Culture
- Strong interpersonal skills
- Medical/mental health interpreting experience



## Job Description: Accountant

#### Job Responsibilities and Requirements:

- Extensive knowledge of QuickBooks and Excel is required.
- Perform all tasks required to maintain accurate financial records.
- Insure accurate records of accounts payable / receivables.
- Reconcile financial institute accounts.
- Generate monthly/periodic financial reports as requested related to revenue and expenses or as requested.
- Prepare monthly invoice statements.
- Prepare periodic/year-end reports as requested by the Treasurer and/or Executive Director.
- Prepare and maintain records for yearly CPA Audit, Payroll Service, and Retirement Service.
- Develop annual budget with the Executive Director.
- Perform Human Resources services as needed.
- Knowledge of Accounting principles / rules.
- Other duties as required by the Executive Director.

#### Qualifications:

- Knowledgeable about services provided by the State of NH, federal government, and private social service agencies.
- Has a valid driver's license
- Excellent organizational, communication, and interpersonal skills.
- A sincere commitment to working with people with a wide range vendors.
- Some knowledge and understanding of the issues surrounding hearing loss.
- Some knowledge of American Sign Language.
- Proficiency in QB, Microsoft Word, and Excel.
- Bachelor's degree in accounting or related field or equivalent work experience.
- Knowledge of and adherence to general accounting standards.

Full-time position with benefits.

Please submit three letters of reference and a resume to:

Northeast Deaf and Hard of Hearing Services, Inc. Attn: Susan Wolf-Downes, Executive Director 56 Old Suncook Road, Suite 6 Concord, NH 03301