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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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Concord, N.H. 03301  
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Citizens Services Line 1-800-339-9900

March 13, 2015

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education to contract with Northeast Deaf and Hard of Hearing Services, Concord, New Hampshire (vendor code 159021) to develop and implement a statewide technical assistance (TA) and professional development (PD) system designed to increase the implementation of effective practices and enhance outcomes for students who are deaf and hard of hearing and their families. This contract will be effective from Governor and Council approval through December 31, 2017 in an amount not to exceed \$600,000.00. 100% Federal Funds.

Funding is available in the account titled Special Education-Elem/Sec, pending legislative approval of the next two biennial budgets.

	<u>FY'15</u>	<u>FY'16</u>	<u>FY'17</u>	<u>FY'18</u>
56-562510-41100000-102-500731	\$100,000.00	\$200,000.00	\$200,000.00	\$100,000.00
Contracts for Program Services				

**EXPLANATION**

The technical assistance/professional development (TA/PD) system will be designed using adult learning methods and strategies to:

- Coordinate and provide TA/PD for administrators/decision makers, teachers, families and professionals with information about federal statutes, policy guidance, and promising practices from the field of deaf education;
- Provide TA/PD resources and information regarding the *New Hampshire Educational Service Guidelines: Meeting the Needs of Students who are Deaf and Hard of Hearing*.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
March 13, 2015  
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- Coordinate and provide specific TA/PD based on the national initiative, funded by the Office of Special Education Program- Building State Capacity, to increase the educational, career and lifetime choices available to individuals who are deaf or hard of hearing and to improve postsecondary outcomes for individuals who are deaf or hard of hearing, including those with co-occurring disabilities.

This contract will support the Bureau of Special Education in meeting the legislative mandate to provide technical assistance based on:

*RSA 186-C:3(2)(III) ~ The department of education shall provide technical assistance and information to the school districts so that the districts may effectively and efficiently identify, clarify and address their specific responsibilities under state and federal special education laws. This assistance shall include the provision of mediation services to resolve special education disputes and the provision of expertise regarding specific educationally disabling conditions. Whenever technical assistance of a specialized nature, beyond that available in the department, is required, the department shall assume a leadership role in identifying sources of such assistance in other state agencies, the federal government, volunteer services or the private sector.*

A Request for Proposals (RFP) was advertised in the Manchester Union Leader on November 5<sup>th</sup>, November 6<sup>th</sup>, and November 7<sup>th</sup>, 2014 and posted on the Department of Education's website. There were three (3) proposals submitted to the Request for Proposals: "New Hampshire Deaf Education Technical Assistance and Professional Development Initiative," Northeast Deaf and Hard of Hearing Services; Southeast Regional Education Services Center, Inc.; and ATECH Services.

The proposals were reviewed by a team of four, Amy Aiello, Next Steps NH; Lori Noordergraaf, Bureau of Special Education; Tim Koumrian, Special Education Director, SAU 6 Claremont; and Della Thomas, National Consultant on Deaf Education. The team looked at criteria such as Significance of Project, Quality of Services, Management Plan, Budget and Evaluation, see attached rubrics. The Department requests that Northeast Deaf and Hard of Hearing Services be awarded the grant as they meet all the criteria of the Request for Proposals.

This project will be evaluated by the Department through monthly monitoring of the goals of the contract. In addition, the vendor will meet with the Department on a monthly basis to discuss the progress in meeting the objectives of this contract.

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

Respectfully submitted,



Virginia M. Barry, Ph.D.  
Commissioner of Education

# Rating Sheet

## New Hampshire Deaf Education Technical Assistance and Professional Development Initiative

Criteria from RFP RFP #SPED-2014-5	Possible points	Northeast Deaf/Hard of Hearing Services				Southeast Regional Education Service Center (SERESC)				ATECH SERVICES			
		AA	LN	TK	DT	AA	LN	TK	DT	AA	LN	TK	DT
<b>7.2.1 Significance of Project:</b> Description of applicant's capabilities to deliver the services, including a brief description of their personal experience and/or company's experience in developing and implementing a program of this type, to include references as applicable. Please identify the specific subsections of 1.0 as they are addressed (see 1.0 Minimum Requirements)(10 points)	10	9	10	10	10	6	7	10	8	7	8	8	7
<b>7.2.2 Quality of Services</b> Describe how you will accomplish the Services to be Provided in 2.0 of this RFP, including activities and strategies that will achieve the desired outcomes. Also identify roles, responsibilities and partners to be involved for the various activities/strategies. Please identify the subsection(s) of the Services to be Provided as you address them in your narrative. (15 points)	15	13	13	13	13	11	8	13	10	7	8	10	10

Criteria from RFP RFP #SPED-2014-5	Possible points	Northeast Deaf/Hard of Hearing Services				Southeast Regional Education Service Center (SERESC)				ATECH SERVICES			
		AA	LN	TK	DT	AA	LN	TK	DT	AA	LN	TK	DT
<b>7.2.3 Content Knowledge:</b> Including but not limited to, knowledge and expertise to promote efforts to improve outcomes for students who are deaf and hard of hearing(10 points)	10	9	10	9	10	8	6	7	7	9	9	9	7
<b>7.2.4 Technical Assistance:</b> Including but not limited to: data collection and analysis, adult learning strategies and effective technical assistance, facilitation and communication skills. (10 points)	10	9	9	7	8	6	6	7	8	4	4	6	8
<b>7.2.5 Management Plan:</b> Provide a work-plan, timeline, milestones or benchmarks in accordance with the activities to carry out Services to be Provided in 2.0 of this RFP(10 points)	10	9	10	10	10	7	8	9	10	9	8	10	10
<b>7.2.6 Personnel and Partners:</b> Provide a listing of the individuals who will have responsibilities within this proposed project, their titles, qualifications and duties, and the amount of time each will devote to the project. Identify key partners, describe their anticipated participation and provide documentation of their commitment (10 points)	10	9	9	9	10	6	7	8	8	8	7	7	7

Criteria from RFP RFP #SPED-2014-5	Possible points	Northeast Deaf/Hard of Hearing Services				Southeast Regional Education Service Center (SERESC)							
		AA	LN	TK	DT	AA	LN	TK	DT				
<b>7.2.7 Adequacy of Resources:</b> Provide a detailed budget, including budget notes/justification, which clearly explains the relationship between proposed activities and expenditures. The budget should be broken down as follows: FY'15 (January 1, 2015-June 30, 2015); FY'16 (July 1, 2015-June 30, 2016); FY'17 (July 1, 2016-June 30, 2017); and FY'18 (July 1, 2017-December 31, 2017) and not exceed \$200,000.00 for each year. Indirect costs may not exceed 8%. (25 points)	<b>25</b>	<b>22</b>	<b>16</b>	<b>8</b>	<b>12</b>	<b>23</b>	<b>23</b>	<b>25</b>	<b>20</b>	<b>10</b>	<b>7</b>	<b>10</b>	<b>10</b>
<b>7.2.8 Evaluation Plan:</b> Describe your comprehensive plan for the evaluation of the proposed project's activities, effectiveness and impact (10 points)	<b>10</b>	<b>8</b>	<b>8</b>	<b>7</b>	<b>8</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>8</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>7</b>
<b>TOTAL SCORE</b>	<b>100 PTS</b>	<b>85</b>				<b>78</b>				<b>61</b>			

The Review Team Members Included:  
 Della Thomas ~ National Deaf Education Expert from PEPNET Center  
 Lori Noordergraaf, Bureau of Special Education  
 Amy Aiello, NH Next Steps Project Coordinator, Bureau of Special Education  
 Tim Koumrian, Special Education Director, SAU #6 Claremont

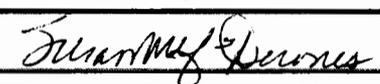
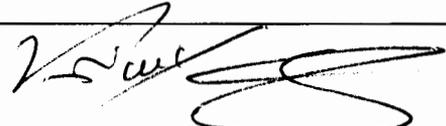
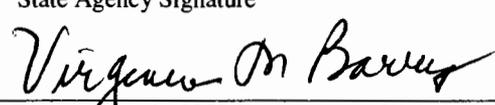
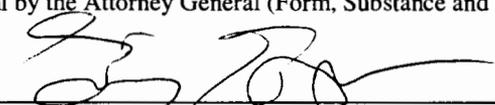
Subject: NH DEAF EDUCATION TECHNICAL ASSISTANCE & PROFESSIONAL DEVELOPMENT FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH State Department of Education, Bureau of Special Ed</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, New Hampshire 03301</u>	
1.3 Contractor Name <u>Northeast Deaf and Hard of Hearing Services, Inc.</u>		1.4 Contractor Address <u>57 Regional Drive, Unit D, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>603-224-1850</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>December 31, 2017</u>	1.8 Price Limitation <u>\$600,000.00</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Ed</u>		1.10 State Agency Telephone Number <u>603-271-6693</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Susan Wolfe-Downes, Executive Director</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>2/11/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of <del>Notary Public</del> or Justice of the Peace 			
[Seal] <u>VINCENT W. YOUMATZ</u>		<u>COMM EXP. - 12/20/2015</u>	
1.13.2 Name and Title of <del>Notary or Justice</del> of the Peace <u>[Blank]</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4/14/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials SMD  
Date 2-11-15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

### Services to be Provided

Northeast Deaf and Hard of Hearing Services, Inc. will provide the following services under the contract: ***New Hampshire Deaf Education Technical Assistance and Professional Development initiative*** for the following fiscal years:

FY'15 upon Governor and Council approval through June 30, 2015

FY'16 ~ July 1, 2015 to June 30, 2016

FY'17 ~ July 1, 2016 to June 30, 2017

FY'18 ~ July 1, 2017 to December 31, 2017

To build on the current New Hampshire Deaf and Hard of Hearing Education Initiative:

- Implement the current statewide model that builds the capacity to disseminate and implement the *New Hampshire Educational Service Guidelines: Meeting the Needs of Students who are Deaf and Hard of Hearing*:
  - Design and deliver technical assistance and professional development trainings that incorporate researched based practices and resources to implement the New Hampshire Educational Service Guidelines for Students who are Deaf and Hard of Hearing;
  - Conduct a pre/post annual evaluation of each statewide trainings and make necessary improvements to the initiative for each year of implementation.
- Coordinate the distribution of resources and information to schools, families, and students who are deaf and hard of hearing. The resources and information must support the findings and information of *New Hampshire Educational Service Guidelines: Meeting the Needs of Students who are Deaf and Hard of Hearing*.
- Coordinate and provide technical assistance and professional development based on the national initiative funded by the Office of Special Education Program, to increase the educational, career and lifetime choices available to individuals who are deaf or hard of hearing and to improve postsecondary outcomes for individuals who are deaf or hard of hearing, including those with co-occurring disabilities:
  - Attend and participate in all national, state and regional meetings;
  - Utilize resources and participate in webinars and specialized training activities provided by the NH Transition PEPNET 2 Project;
  - Collect data required for the NH Transition PEPNET 2 Project;
  - Provide supports including communication access for NH Transition PEPNET 2 Project team members;
  - Accomplish goals included in the NH Transition PEPNET 2 Project State Plan;
  - Develop training materials such as brochures and manuals;
  - Provide awareness and disseminate information to schools and families about the NH Transition PEPNET 2 Project.
- Assist in coordinated training strategies for personnel preparation, professional development, and system development of certified personnel, including interpreting and other related service providers to students who are deaf or hearing impaired.
- Attend other assigned meetings as requested that support the Bureau of Special Education initiatives.

Initials SM D  
Date 2-11-15

**EXHIBIT B****Budget and Payment Method**

General Expenses:

Budget (period ending December 31, 2017)

Account: 06-56-56-562510-41100000-102-500731

Description of Services	FY'15 G&C approval – June 30, 2015	FY'16 July 1, 2015- June 30, 2016	FY'17 July 1, 2016- June 30, 2017	FY'18 July 1, 2017 – December 31, 2017
Project Coordinator	30,000.00	61,200.00	62,424.00	31,836.24
Executive Director	4,369.00	8,912.76	9,091.00	4,636.42
Assistant	6,500.00	13,260.00	13,525.00	3,897.85
Bookkeeper	1,638.00	3,341.52	3,408.35	1,738.26
Staff Support	1,000.00	2,040.00	2,081.00	1,061.21
Clerical Support	665.00	1,356.60	1,383.73	705.70
Benefits	8,371.00	17,076.84	17,418.38	8,883.37
Travel	3,100.00	6,324.00	6,450.48	3,289.74
Professional Development	13,657.00	27,236.28	25,781.01	14,148.32
Consultants	7,192.00	13,408.72	11,917.42	6,077.88
Interpreters	2,250.00	4,590.00	4,681.80	2,387.72
Communication Access Real Time Translation (CART )	4,500.00	9,180.00	9,363.60	4,726.43
Website Maintenance/ Expansion	1,950.00	3,570.00	3,641.40	1,857.11
Office Supplies	1,450.00	1,958.00	1,997.16	1,018.55
Postage/Telecommunications	1,950.00	3,570.00	3,641.40	1,857.11
Conference Room for Trainings	1,500.00	3,060.00	3,121.20	1,591.81
Assistive Technical/Equipment	2,500.00	5,100.00	5,202.00	2,653.02
Indirect cost 8%	7,408.00	14,815.28	14,871.07	7,633.26
Total	100,000.00	200,000.00	200,000.00	100,000.00

**Limitation on Price:**

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another, with +/- 10% of the indicated amount, but in no case shall the total budget exceed the price limitation per contract year.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
Bureau of Special Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials *SRD*  
Date *2-11-15*

## EXHIBIT C

Any document(s) developed and published, as a project of the New Hampshire State Department of Education (NHDOE), Bureau of Special Education, will recognize the NHDOE, Bureau of Special Education as a sponsor. All documents created shall be the property of the Bureau of Special Education.

Initials SM  
Date 2-11-15

# 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 formed April 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11<sup>th</sup> day of February A.D. 2015

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

William M. Gardner  
Secretary of State





57 Regional Drive, Unit D  
Concord, NH 03301  
603-224-1850

Northeast Deaf and Hard of Hearing Resolution

I, Norman Lafond, hereby certify that I am the duly elected Chairman of Northeast Deaf and Hard of Hearing, Services Inc. I hereby certify that a vote was taken on July 10, 2014 authorizing Susan Wolf-Downes, Executive Director, to sign all documents required to execute a contract with the State of New Hampshire's Department of Education.

I further certify that said vote has not been amended or repealed and remains in full force and effect as of this date, January, 2015.

Signature *Norman Lafond*  
Norman Lafond, Chair  
Date 4/7/15

Signature *Susan Wolf-Downes*  
Susan Wolf-Downes, Executive Director  
Date 4/7/15

**Certificate of Authority**

I, Peter S. Monaco, Clerk/Secretary of Northeast Deaf and Hard of Hearing Services, Inc. do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on June 21, 2001, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on June 21, 2001.
- (5) The forgoing 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:

Norman Legend Chairman  
Mike Ritter Vice- Chairman  
Peter Simoneau Secretary  
Vincent Youmatz Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 11 day of February, 2015.

(Corporate Seal if any)

  
 Clerk/Secretary

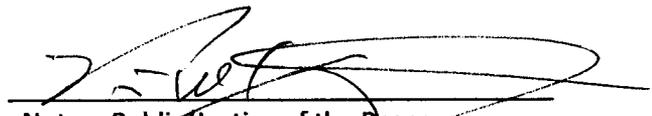
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On Feb 11, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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

  
 Notary Public/Justice of the Peace  
 Comm EXP 12/20/15



57 Regional Drive, Concord, NH 03301  
603-224-1850 Voice, 603-224-0691 TTY  
info@ndhhs.org  
www.ndhhs.org

### Mission Statement

*NDHHS is dedicated to serving Deaf and Hard of Hearing individuals in an environment that is communicatively unrestricted and "natural" to them. NDHHS is committed to hiring staff members who are fluent in sign language and capable of identifying and meeting consumers' preferred mode of communication. NDHHS seeks to empower, educate and advocate for equal access and opportunity for Deaf and Hard of hearing citizens of New Hampshire. We are committed to the provision of services in a culturally sensitive environment, which promotes independence and productivity.*

## **Northeast Deaf and Hard of Hearing Services: Brief Overview**

**Northeast Deaf and Hard of Hearing Services** Established in 2001, the organization is a nonprofit entity dedicated to serving the New Hampshire Deaf and Hard of hearing community through empowerment, education, and advocacy for equal access and opportunity.

Services include but are not limited to:

### **Information Referral**

Information Referral provides the general public with information and assistance related to hearing loss. The organization maintains a library of resources which includes information about: health education, audiology, housing, sign language classes, support groups, interpreters, human service agencies, service coordination, education, vocational rehabilitation, CART, and much more. A periodic newsletter is available to subscribers and community members through the organization.

### **Interpreter/CART Referral**

The Interpreter/Cart Referral provides statewide referrals for American Sign Language (ASL) interpreters, oral interpreters, and CART (Communication Access in Real Time) reporters. Interpreters and reporters work in a variety of settings such as medical, legal, mental health, employment, educational, civil and recreational. Using the interpreter referral service ensures that the interpreter or CART reporter you hire will be appropriately qualified. All interpreters are certified by the NH State Classification System, the National Registry of Interpreters for the Deaf (RID), or the National Association of the Deaf (NAD), and our CART reporters have certification from the National Court Reporters Association

### **Services for Deaf and Hard of Hearing Students**

The organization provides services to enhance the positive educational experience of NH's Deaf and Hard of Hearing students. Our Professional Development Partnership, a program offered in conjunction with the NH Dept. of Education, offers workshops, training and conferences for educators and support staff working with Deaf and Hard of Hearing students in both self contained and inclusion settings. The organization also offers information and parent advocacy for parents of Deaf and Hard of Hearing students trying to navigate the sometimes complex education maze including IEP's, 504 plans and educational support services. Our goal is to protect the parent and student rights and to insure that all NH Deaf and Hard of Hearing students receive appropriate services.

### **New Hampshire Telecommunication Equipment Distribution Program (NH-TEDP)**

NH-TEDP provides telephone equipment for NH residents whose hearing, speech or mobility loss interferes with their use of a standard phone. NH-TEDP provides equipment at low or no cost depending on NH resident eligibility for the program. There is a number of equipment available which will be individually matched to meet the needs of each applicant to the program. A specialist is available to assist in finding the most appropriate equipment, especially for individuals who are not familiar with the type of equipment that would best meet their needs.

### **Service Coordination/ Advocacy**

The Service Coordination/ Advocacy program offers case management referrals for Deaf and Hard of Hearing individuals. This program offers independent living skills instruction, health education, and support for those experiencing substance abuse or domestic violence, advocacy for Deaf and Hard of Hearing adults and children and much more. Service Coordination provides a critical link to social service agencies. In addition, workshops and health education seminars are provided to the community. The organization is available to accompany Deaf/Hard of Hearing individuals to

appointments to provide support and advocacy. This service is especially valuable for those individuals who do not feel that their needs will be met if proceeding on their own.

### **Relay New Hampshire**

Our Relay Specialist is available to make presentations and provide workshops to individuals, businesses, schools, civic groups and agencies to introduce NH relay various services. The purpose of the relay service is to allow adaptive equipment users to call a person with a standard phone or cell phone. Other relay services include Voice Carry Over (VCO), Hearing Carry Over (HCO), and Speech-to-Speech. (STS) IP technologies made available, Video Relay Service (VRS), IP Relay, and IP captioned telephones. This enables individuals to connect to a live relay operator via any web enabled device to make phone calls rather than using a TTY to call a person with a standard phone or cell phone.

### **Employment Support Program**

Vocational and support services are available for people who are Deaf and Hard of Hearing. The goal is to assist with employment through job shadowing and other means and to empower individuals to find employment that is financially rewarding and satisfying.

### **Family Sign Language Program (FSLP)**

The FSLP provides in-home training for hearing parents of deaf and hard of hearing children who wish to learn American Sign Language. Instructions are provided by trained Deaf and Hard of Hearing mentors who work with each family individually. For children ages 0-3, the organization works cooperatively with Early Intervention Services to provide instruction at no cost to families. For children over age 3, the organization works with local school districts to coordinate provision of services at low or no cost to families. The goal of the FSLP is to improve family communication skills and help build strong family relationships.

### **Outreach Information**

Outreach services focus on both educating the general public about issues faced by Deaf and Hard of Hearing individuals and on reaching out to NH's Deaf and Hard of Hearing citizens on an ongoing basis. Information is disseminated through the organization's newsletters, special mailings, workshops, presentations, conferences, as well as through personal contacts.

### **Emergency Medical Interpreter Service (EMIS)**

This service provides qualified medical interpreters after business hours, weekends and federal holidays to contracted hospitals in NH. On call interpreters will be available within an hour of contact.

### **National Deaf-Blind Equipment Distribution Program**

The organization's specialist goal is to get technology into the hands of NH residents with combined hearing and vision loss so that they can connect with family, friends and communities. Technology equipment for communication is provided FREE for those who qualify. Installation, training and technical support are available at no charge.

### **Peer Support**

Individuals coping with hearing loss, will be provided with information on living with a hearing loss, including available services and assistive devices, followed by emotional support and further counseling through the hard of hearing or late deafened support groups within the state. Professional counseling services are available through other agencies.

- Deaf Senior Citizens Social Group
- Deaf Parent Support Group
- Hard of Hearing Social Group

## **Board of Directors**

<b><u>Name</u></b>	<b><u>Title</u></b>
Michael Ritter	Vice Chair/Executive Committee
Norman E. LaFond Sr.	Chairman/Executive Committee
Peter Simoneau	Secretary/Executive Committee
Vincent Youmatz	Treasurer/Executive Committee
Eileen Flockhart	Board Member/Auction Chairperson
Leanne Weiner	Board Member
Jeanne Stine	Board Member
Steven Ballou PhD	Board Member
Deborah Bailey	Board Member
Naomi Payne	Board Member

The NDHHS Board of Directors serves without compensation. We are a volunteer community.

## **List of Personnel**

<b><u>Position:</u></b>	<b><u>Name:</u></b>
NDHHS Executive Director:	Susan Wolf-Downes, MS.
Project Coordinator:	Michele Chaplen PsyD., MEd.
Bookkeeper:	Michael Mulrennan, MBA., RTRP
Consultant:	Kimberlee Pelkey MSW., NHIC.
Staff Support:	Paul Baravella
Clerical Support:	Adam Barron
Assistant:	To be Determined, hiring in process

# Susan Wolf-Downes, MS

## Professional Experience

<b>Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS), Concord, NH</b> Executive Director	<b>2001 to Present</b>
<b>Verizon Center for Customers with Disabilities (VCCD), Marlboro, MA</b> Program Specialist	<b>1995 to 2001</b>
<b>N.E. Telephone Dual Party Relay Services, Marlboro, MA</b> Outreach Manager	<b>1991-1995</b>
<b>Center for Living and Working, Worcester, MA.</b> Independent Living Skills Specialist	<b>1988 – 1991</b>
<b>American Sign Language and Deaf Culture Consultant</b> Independent Contractor	<b>1984 to 1991</b>

## Education:

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

## Achievements:

- 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:

- Ongoing 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)
- 100<sup>th</sup> 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

# Michele Chaplen Psy.D., M.Ed.

## Professional Experience

**Manchester Program for the Deaf and Hard of Hearing – Manchester, NH** Summer 2014  
*Teacher of the Deaf*

**Bear Hollow Trading Post – Andover, NH** February 2012-March 2014  
*Marketing Consultant*

**Devereux Foundation – Rutland, MA** August 2010-February 2012  
*Therapeutic Day School Clinician*  
*Pre-Doctoral Intern, Boy's Program* August 2009-August 2010

**Western New England University – Springfield, MA** August 2000 – May 2009  
*Adjunct Faculty Member, Communication Department*  
*Assistant Director, Student Disabilities Department* August 1998-May 2005

**The Willie Ross School for the Deaf – Longmeadow, MA** September 1992-May 1998  
*Teacher of the Deaf*

## Education

- **Antioch University New England – Keene, NH** October 2010  
Doctoral Degree in Clinical Psychology  
*Dissertation: Qualitative Research Project, "How Do Adolescents Describe Their Relationship With Video Games?"*
- **Antioch University New England – Keene, NH** June 2007  
Master's Degree in Clinical Psychology
- **Smith College – Northampton, MA** May 1992  
Master's Degree in Education: Children with Special Needs  
*Rothman Family and Smith Alumnae Scholarship Recipient*
- **Smith College – Northampton, MA** May 1990  
Bachelor's Degree in Education and Child Studies  
*Education Department Liaison, Dean's List 1989-1991*

## Professional Certifications

- Elementary Education Teaching Certification, #304171  
Massachusetts certified 1992-2014 New Hampshire certified 2014- Present
- Children with Special Needs: Audition Teaching Certification #304171  
Massachusetts certified 1992-2014 New Hampshire certified 2014- Present

# Kimberlee Pelkey MSW., NHIC

## Professional Experience

- Elliot Hospital – Manchester, NH** **October 2013 - Current**  
Deaf and Hard of Hearing Program Administrator/Interpreter
- KAAP Interpreting Services – Concord, NH** **Current – Part Time**  
Freelance Licensed American Sign Language Interpreter/Transliterater
- Northeast Deaf and Hard of Hearing Services - Concord, NH** **May 2006 – October 2013**  
Project Coordinator: NH Deaf and Hard of Hearing Education Initiative
- Manchester Program for Deaf and Hard of Hearing Students – Manchester, NH** **1-year Tenure**  
Educational Interpreter/Tutor
- New York City Department of Education – New York, NY** **18-year Tenure**  
School Social Worker
- New York City Department of Education – New York, NY** **5-year Tenure**  
Social Worker/Case Manager
- The Children’s Aid Society – New York, NY** **6-year Part-Time Tenure**  
Program Supervisor

## Education

- New York University - New York, NY**  
Master of Social Work (MSW), Advanced Standing Program
- New York University - New York, NY**  
Doctoral Program, 30 credits completed toward PhD.
- Gallaudet University - Washington, DC**  
Graduate Studies in Mental Health and Sign Language Interpreting
- University of New Hampshire - Durham, NH**  
Bachelor of Science in Social Services

## Licensure

- New Hampshire Sign Language Interpreter (NHICS)**
- New Hampshire School Social Worker**
- EIPA Certified Educational Interpreter and Local Test Administrator**
- New York State Certified Clinical Social Worker (CSW)**

# Michael Mulrennan, MBA, RTRP

## Professional Experience

<b>Frugal Tax and Accounting – Manchester, NH</b> Self-Employed, Accounting and Tax Services	<b>May 2008 - Current</b>
<b>Medaglia and Company CPAs – Nashua NH</b> Senior Accountant	<b>January 2007 – April 2008</b>
<b>Michael Reilly CPAs – Haverhill, MA</b> Senior Accountant	<b>January 2006 – December 2006</b>
<b>Lowell Community Health Center – Lowell, MA</b> Temporary Grant Accountant	<b>July 2005 – December 2005</b>
<b>Shawsheen Community Development – Haverhill, MA</b> Business Manager	<b>September 2001 – June 2005</b>
<b>James J Mulrennan, CPA PC – Londonderry, NH</b> Senior Accountant	<b>January 1982 – August 2001</b>

## Education

<b>Schiller International University</b> Master's in Business Accounting	<b>December 2011</b>
<b>New Hampshire College</b> Bachelor of Science Degree in Accounting	<b>May 1982</b>

## Computer Skills

Certified Quickbooks ProAdvisor – Online and Desktop platforms  
Experienced with ProSystem Fix, Engagement, Ultratax, ProSeries, Excel  
Performed Yellow Book A-133 Audits

# Paul Baravella

## Professional Experience

<b>Northeast Deaf and Hard of Hearing Services</b> I&R Specialist; Administrative Assistant; Program Coordinator	<b>4/11-Current</b>
<b>Uno's Chicago Restaurant</b> Server	<b>9/09-Current</b>
<b>Jordan's Furniture</b> Clearance Sales Associate	<b>8/07-7/09</b>
<b>Jiffy Lube</b> Customer Service Advisor/Lube Technician	<b>1/07-6/07</b>
<b>World Wide Enterprise</b> Warehouse Laborer	<b>4/04-9/05</b>

## Education

<b>Massasoit Community College</b> Associates Degree Liberal Arts 3.8 GPA	<b>2005-2008</b>
<b>Bristol Community College</b> Pursued courses in Deaf studies, American Sign Language	<b>2008-2009</b>
<b>University of New Hampshire Manchester</b> Bachelor's Degree in ASL/English Interpretation	<b>2009-2012</b>

## Computer Skills

Efficiently and quickly mastered use of different operating systems  
Experienced with Microsoft Windows, Word, PowerPoint, Excel

## Volunteer Work

Deaf Inc. in Taunton, Ma.: from the summer of '08 to the summer of '09.  
Bristol Community College: Deaf Awareness Week event and ASL club fundraisers

# Adam Barron

## Professional Experience

<b>Northeast Deaf and Hard of Hearing Services – Concord, NH</b> Staff Support	<b>2012 - Current</b>
<b>Starbuck Café – Beverly, MA</b> Barista and café attendant	<b>2007 - 2012</b>
<b>ThrottleNet Inc., - Marblehead, MA</b> Web Marketing and Development Intern	<b>2010 - 2011</b>
<b>Equity Office Properties Trust – Boston, MA</b> Office Services Assistant	<b>2005 - 2006</b>
<b>Essex Country Club, Manchester by the Sea – Essex, MA</b> Pro-Shop Sales Assistant	<b>2003 - 2004</b>
<b>Eddie Bauer Retail Store – Peabody, MA</b> Sales and Stock Worker	<b>2001 - 2002</b>

## Education

<b>Rochester Institute of Technology</b>	<b>May 2001</b>
Associates Degree, Occupational Studies/Accounting Technology	

## Professional Summary

Dedicated, dependable, and enthusiastic employee, with exceptional marketing, office support and customer service experience.

## Computer Skills

MS Word, Excel, Access, Power Point, Publisher

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

Financial Statements  
June 30, 2014 and 2013



**NDHHS**  
Northeast Deaf and  
Hard of Hearing Services, Inc.

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

## **NDHHS Bylaws**

**Version 5.0**

**Ratified:**

April 30, 2000

June 1, 2000

May 13, 2001

June 21, 2001

January 13, 2005

### **ARTICLE I - BOARD OF DIRECTORS**

**SECTION 1: GENERAL POWERS:**

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

**SECTION 2: ELIGIBILITY:**

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

**SECTION 3: NUMBER AND QUALIFICATIONS:**

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

**SECTION 4: TERM OF OFFICE:**

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

**SECTION 5: ELECTION:**

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

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

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

appear before the Board of Directors within five (5) days notice.

**SECTION 7: BOOKS AND RECORDS:**

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

**SECTION 8: RESIGNATIONS:**

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

**SECTION 9: REMOVAL OF DIRECTORS:**

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

**SECTION 10: VACANCIES:**

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

## **ARTICLE II - MEETINGS OF THE BOARD OF DIRECTORS**

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

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

**SECTION 2: SPECIAL MEETINGS:**

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

**SECTION 3: ANNUAL MEETING:**

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

**SECTION 4: QUORUM:**

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

**SECTION 5: VOTING:**

a) Each Director of the Corporation who has attained the age of eighteen (18) years of age shall, except as otherwise provided by law, by the Articles of Agreement of the Corporation or by these By-laws, at every meeting of the Directors be entitled to one vote in person or by proxy.

b) At any meeting of the Directors at which a quorum is present, a majority represented thereat in person or by proxy shall decide any question brought before such meeting unless a larger or different vote or proportion is required by law or by the Articles of Agreement of the Corporation or by these By-Laws.

c) All voting shall be by voice/sign vote, except that a written ballot may be used when so requested by a majority of the Directors present at the meeting. If a written ballot shall be used, then each ballot shall state the name of the Director voting, and if such ballot be cast by proxy, the name of the proxy.

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

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

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

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

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

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

### **ARTICLE III - COMMITTEES OF THE BOARD OF DIRECTORS**

#### **SECTION 1: DESIGNATION; VACANCIES:**

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

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

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

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

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

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

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

#### **SECTION 5: EXECUTIVE COMMITTEE:**

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

**SECTION 6: COMPENSATION:**

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

**ARTICLE IV - OFFICERS OF THE BOARD OF DIRECTORS**

**SECTION 1: NUMBER:**

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

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

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

**SECTION 3: REMOVAL:**

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

**SECTION 4: RESIGNATIONS:**

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

**SECTION 5: VACANCIES:**

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

**SECTION 6: THE CHAIRPERSON OF THE BOARD:**

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

**SECTION 7: THE TREASURER:**

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

**SECTION 8: THE SECRETARY:**

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

**SECTION 9: DIRECTOR PRO TEM:**

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

**SECTION 10: COMPENSATION:**

Officers shall receive no compensation for attendance at regular or special meetings or for services rendered to the Corporation, but may

be reimbursed for actual expenses incurred in attending regular or special meetings or incidental to services performed for the Corporation.

## **ARTICLE IV - EXECUTIVE DIRECTOR**

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

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

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

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

### **SECTION 2: LOANS:**

No loans shall be contracted on behalf of the Corporation and no negotiable paper shall be signed in its name unless authorized by resolution of the Board of Directors. When authorized by the Board of Directors so to do, the Chairperson or Treasurer of the Corporation thereunto authorized may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation and, when authorized so to do, may pledge, hypothecate or transfer an securities or other property of the Corporation as security for any such loans of advances. Such authority may be general or confined to specific instances.

## **ARTICLE VI - FISCAL YEAR**

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

## **ARTICLE VII - WAIVER OF NOTICE**

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

## **ARTICLE VIII - AMENDMENTS**

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

## **ARTICLE IX - INDEMNIFICATION**

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

Each Director and Officer shall be indemnified by the Corporation against personal liability to the Corporation for monetary damages or

breach of fiduciary duty as a Director or Officer, or both except in respect to:

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

## **ARTICLE X - TAX EXEMPT STATUS**

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

## **ARTICLE XI - CONFLICT OF INTEREST POLICY**

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

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

When a transaction involving a director or an officer, or a member of the immediate family of any such person, exceeds Five Hundred Dollars (\$500.00) but is less than Five Thousand Dollars (\$5000.00) in a fiscal year, the transaction must be approved by a two-thirds (2/3) vote of the Disinterested Directors (as hereinafter defined) without the participation, voting, or presence of any director or officer with a financial interest in the transaction or a director or officer who has had a pecuniary benefit transaction (as defined in RSA 7:19a, 1(c) with the Corporation in the same fiscal year.

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

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

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

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

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

## **ARTICLE XII - NON-DISCRIMINATION STATEMENT**

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

NDHHS 57 Regional Drive, Concord, NH 03301 :: 603.224.1850 :: TTY 603.224.0691 :: [info@ndhhs.org](mailto:info@ndhhs.org)

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

**Financial Statements  
June 30, 2014 and 2013**

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# McLarney & Company, LLC

*Certified Public Accountants & Business Advisors*

Brian F. McLarney, MBA, CPA/PFS  
James O. Nash, MSA, CPA

Robert F. Siggins, MST, CPA  
Shawn R. Tewksbury, CPA, CFP

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Northeast Deaf and Hard of Hearing Services, Inc.  
57 Regional Drive  
Concord, New Hampshire 03301

We have audited the accompanying statement of financial position of Northeast Deaf and Hard of Hearing Services, Inc. (a nonprofit organization) as of June 30, 2014 and 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northeast Deaf and Hard of Hearing Services, Inc. as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 6, 2014, on our consideration of Northeast Deaf and Hard of Hearing Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

*McLarney & Company, LLC*

McLarney & Company, LLC  
October 6, 2014

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Financial Position**  
**For the Years Ended June 30, 2014 and 2013**

**ASSETS**

<u>Current Assets</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
Cash (Note 2, 5)	\$ 95,600	\$ -	\$ -	\$ 95,600	\$ 76,869
Accounts Receivable (Note 2)	22,164	-	-	22,164	18,162
Grants Receivable - Current (Note 3, 5)	45,052	-	-	45,052	81,968
Prepaid Expenses	3,574	-	-	3,574	3,236
<b>Total Current Assets</b>	<b>166,390</b>	<b>-</b>	<b>-</b>	<b>166,390</b>	<b>180,235</b>
<u>Fixed Assets (Note 1)</u>					
Furniture and Fixtures	6,978	-	-	6,978	6,978
Office Equipment, Computers	45,392	-	-	45,392	45,392
Software Development, Net	15,028	-	-	15,028	-
Accumulated Depreciation	(49,408)	-	-	(49,408)	(47,887)
<b>Total Fixed Assets, Net</b>	<b>17,991</b>	<b>-</b>	<b>-</b>	<b>17,991</b>	<b>4,484</b>
<b>TOTAL ASSETS</b>	<b>\$ 184,381</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 184,381</b>	<b>\$ 184,719</b>

**LIABILITIES AND NET ASSETS**

<u>Current Liabilities</u>					
Accounts Payable	\$ 14,980	\$ -	\$ -	\$ 14,980	\$ 32,745
Accrued Expenses	6,902	-	-	6,902	6,342
<b>Total Current Liabilities</b>	<b>21,882</b>	<b>-</b>	<b>-</b>	<b>21,882</b>	<b>39,087</b>
<u>Net Assets</u>					
Net Assets (Note 2, 5)	162,499	-	-	162,499	145,631
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 184,381</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 184,381</b>	<b>\$ 184,719</b>

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Activities**  
**For the Years Ended June 30, 2014 and 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
<u>Revenue and Support (Note 2, 9)</u>					
Foundation Grants	\$ 37,250	\$ -	\$ -	\$ 37,250	\$ 25,000
Government Grants	290,520	-	-	290,520	304,645
Contributions	51,900	-	-	51,900	51,811
Program Revenue	257,096	-	-	257,096	245,373
Referral Fees	61,315	-	-	61,315	52,328
Interest Income	20	-	-	20	20
<b>TOTAL REVENUE AND SUPPORT</b>	<u>698,101</u>	<u>-</u>	<u>-</u>	<u>698,101</u>	<u>679,178</u>
<u>Functional Expenses</u>					
<u>Program Services</u>					
Adult Education	167,661	-	-	167,661	169,158
Outreach	65,507	-	-	65,507	52,281
Referral Services	326,207	-	-	326,207	303,868
TTY - Relay	66,385	-	-	66,385	71,037
<u>Supporting Services</u>					
General & Administrative	50,683	-	-	50,683	53,697
Fund Raising	4,790	-	-	4,790	4,936
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>681,234</u>	<u>-</u>	<u>-</u>	<u>681,234</u>	<u>654,977</u>
<b>CHANGE IN NET ASSETS (Note 9)</b>	16,868	-	-	16,868	24,202
Net Assets - Beginning of Year	<u>145,631</u>	<u>-</u>	<u>-</u>	<u>145,631</u>	<u>121,430</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 162,499</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 162,499</u>	<u>\$ 145,631</u>

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Cash Flows**  
**June 30, 2014 and 2013**

	2014	2013
<b>Cash Flows From Operating Activities</b>		
Change in Net Assets	\$ 16,868	\$ 24,202
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	1,521	3,541
Amortization	1,670	-
(Increase) decrease in accounts receivable	(4,002)	7,418
(Increase) decrease in grants receivable	36,916	(54,813)
(Increase) decrease in prepaid expenses	(338)	159
Increase (decrease) in accounts payable	(17,766)	23,226
Increase (decrease) in other accrued liabilities	560	4,967
Increase (decrease) in payroll taxes	-	-
	18,561	(15,501)
Net Cash Provided (Used) by Operating Activities	\$ 35,429	\$ 8,700
<b>Cash Flows From Financing Activities</b>		
Net Cash Provided (Used) by Financing Activities	-	-
<b>Cash Flows From Investing Activities</b>		
Proceeds related to fixed asset settlement	-	-
Acquisition of office equipment & furniture	(16,698)	(1,741)
Net Cash Provided (Used) by Investing Activities	(16,698)	(1,741)
NET INCREASE (DECREASE) IN CASH	\$ 18,731	\$ 6,960
CASH AT BEGINNING OF YEAR	\$ 76,869	\$ 69,909
CASH AT END OF YEAR	\$ 95,600	\$ 76,869

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Functional Expenses**  
**For the Years Ended June 30, 2014 and 2013**

	<b>PROGRAM SERVICES</b>						<b>2014</b>		<b>2013</b>	
	Education	Outreach	Referral Services	TTY - Relay	Total Program Services	General & Administrative	Fund Raising	Total Expenses	Total Expenses	Total Expenses
Advertising	\$ -	\$ -	\$ 250	\$ -	\$ 250	\$ -	\$ -	\$ 250	\$ -	\$ 759
Contributions	-	-	-	-	-	100	-	100	-	275
Program Expenses	21,568	26,466	60,215	-	108,249	164	-	108,412	-	76,555
Interpreters Fees	6,074	1,058	37,174	288	44,594	-	-	44,594	-	40,962
Printing & Publications	2,162	120	652	-	2,935	902	-	3,836	-	7,170
Travel	1,156	1,734	3,755	2,091	8,736	1,272	-	10,008	-	11,201
Personnel Expenses	55,082	6,570	170,583	39,095	271,329	22,984	-	294,313	-	329,736
Payroll Taxes	6,164	626	10,199	3,862	20,851	1,839	-	22,690	-	26,518
Fund Raising Fees	-	-	-	-	-	-	4,499	4,499	-	874
Consulting	34,186	11,563	1,360	-	47,109	-	-	47,109	-	5,229
Dues, Subscriptions, Licenses	-	-	92	92	183	145	-	328	-	430
Repairs & Maintenance	-	-	5,894	-	5,894	-	-	5,894	-	3,749
Insurance	6,124	-	6,876	5,686	18,686	13,690	-	32,376	-	36,405
Email & Website	3,461	-	-	1,835	5,296	813	-	6,109	-	4,765
Referral Fees Expense	1,670	250	3,750	50	5,720	-	-	5,720	-	4,215
Staff Development, Training	187	195	604	610	1,596	444	-	2,040	-	16,104
Supplies	1,422	-	1,369	93	2,884	768	-	3,652	-	7,515
Telephone, Pagers	860	-	3,041	472	4,372	2,776	-	7,149	-	7,041
Miscellaneous	1,140	16,926	624	-	18,689	-	255	18,945	-	12,466
Interest/Finance Charges	-	-	-	-	-	-	-	-	-	400
Accounting & Legal Services	9,850	-	915	-	10,765	825	-	11,590	-	11,090
Rent	16,000	-	16,424	11,710	44,134	266	-	44,400	-	44,400
Office Expense	555	-	2,433	501	3,489	505	36	4,030	-	3,576
Depreciation and Amortization	-	-	-	-	-	3,190	-	3,190	-	3,542
<b>TOTAL EXPENSES</b>	<b>\$ 167,661</b>	<b>\$ 65,507</b>	<b>\$ 326,207</b>	<b>\$ 66,385</b>	<b>\$ 625,760</b>	<b>\$ 50,683</b>	<b>\$ 4,790</b>	<b>\$ 681,234</b>	<b>\$ 681,234</b>	<b>\$ 654,977</b>

See Accompanying Notes and Auditor's Report

# NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.

Notes to the Financial Statements

For the Fiscal Years Ended June 30, 2014 and 2013

## **NOTE 1 - NATURE OF THE ORGANIZATION**

Northeast Deaf and Hard of Hearing Services, Inc. (the "Organization") is a non-profit organization dedicated to serving deaf and hard of hearing individuals in a culturally sensitive environment that is communicationally unrestricted and "natural", and which promotes independence and productivity. It is the mission of the organization to empower, educate and advocate for equal access and opportunity for deaf and hard of hearing citizens of New Hampshire.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### Basis of Presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, *Financial Statements of Not-for-Profit Organizations*. Under SFAS No. 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets; unrestricted net assets, which represents the expendable resources that are available for operations at management's discretion; temporarily restricted net assets, which represents resources restricted by donors as to purpose or by the passage of time; and permanently restricted net assets, which represent resources whose use by the organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by the actions of the organization. Northeast Deaf and Hard of Hearing Services, Inc. presently has no permanently restricted net assets.

### Revenue Recognition

Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions.

### Cash and Cash Equivalents

For purposes of the statement of cash flows, temporary cash investments which can be turned into cash in three months or less are considered to be cash equivalents.

### Accounts Receivable

Accounts Receivable are considered by management to be fully collectible and accordingly no allowance for doubtful accounts is considered necessary.

### Use of Estimates

The preparation of the financial statements in accordance with Generally Accepted Accounting Principles requires the use of estimates made by the management of the Organization.

### Advertising Costs

Advertising costs are charged to operations when incurred.

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

Notes to the Financial Statements

For the Fiscal Year Ended June 30, 2014 and 2013

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Property and Equipment

Property and equipment are recorded at cost, or, if donated, at the fair value at the date of donation. Northeast Deaf and Hard of Hearing Services, Inc. follows the policy of capitalizing expenditures for property and equipment in excess of \$500. Major renewals and improvements are capitalized, while replacements, maintenance and repairs, which do not materially extend the useful lives of the assets, are expensed. Depreciation is calculated using the straight-line method over the following estimated useful lives:

Office Equipment and Furniture	5-7 years
Development of Software	5 years

Depreciation amounts expensed and reflected in the statements of activities for the fiscal years ended June 30, 2014 and 2013 is \$1,521 and \$3,541, respectively.

Income Taxes

The Organization is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

In June 2006, the Financial Accounting Standards Board issued interpretation No. 48 ("FIN 48), *Accounting for Uncertainty in Income Taxes*" which the Organization elected to adopt in the current year. FIN 48 establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax positions taken on its tax returns for all open tax years (tax years ended June 2009 – 2011) for purposes of implementing FIN 48, and has concluded that no additional provision for income tax is required in the Organization's financial statements.

Functional Expense Allocation

The cost of providing various programs and other activities has been summarized in the statement of support and functional expenses, and the changes in fund balances. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Allocations have been made by the management of the Organization.

Donated Services

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received

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

Notes to the Financial Statements

For the Fiscal Year Ended June 30, 2014 and 2013

**NOTE 3 - GRANTS RECEIVABLE**

Grants receivable represent grants for which the donor organization has unconditionally committed to providing funding in the future. Grants receivable are recognized as income on the statement of activities at the time the commitment is made by the donor organization. Grant commitments which will not be received within the next twelve months are reflected as other assets on the statement of financial position. The method of accounting for grants receivable has the affect of creating fluctuations between positive and negative changes in net assets from year to year as reflected on the statement of activities.

Grants for which the donor organization places contingencies are recognized as support when the funds are actually received or when the contingency has been satisfied.

All grants are expected to be received; therefore, no allowance for doubtful accounts has been established.

**NOTE 4 - PENSION PLAN**

Northeast Deaf and Hard of Hearing Services, Inc. sponsors a 403(b) Tax Deferred Annuity Plan. Employees are eligible to participate in the plan following a 12 consecutive month period of employment of at least 1,000 hours of service. All eligible employees may elect to have employee elective deferrals. Northeast Deaf and Hard of Hearing Services, Inc. currently makes no mandatory or discretionary contributions.

**NOTE 5 - RESTRICTIONS ON NET ASSETS**

All of the restrictions on net assets at June 30 relate to revenue from grants and are available for the following purposes:

	<u>2014</u>	<u>2013</u>
Grants	\$ -	\$ -
Totals	<u>\$ -</u>	<u>\$ -</u>

**NOTE 6 - SUPPLEMENTAL CASH INFORMATION**

There were no non cash activities during 2014 and 2013.

**NOTE 7 - CONCENTRATION OF CREDIT RISK**

The Organization maintains an operating account at one bank. Operating accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Cash at this institution exceeded Federally insured limits at June 30, 2014 and 2013 by \$0 and \$0, respectively.

The Organization receives all its revenue from New Hampshire sources.

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

Notes to the Financial Statements

For the Fiscal Year Ended June 30, 2014 and 2013

**NOTE 8 - COMMITMENTS**

The Organization entered into a lease in Concord starting in October 2007 for four years. The rent is \$2,850 per month for the first two years with an increase in the third and fourth years. In 2011 the lease was extended to October 2014 for \$3,700 per month. Rent expense for the years ended June 30, 2014 and 2013 were \$44,400 and \$44,400, respectively.

The Organization entered into a lease in Concord starting in June 2012. The lease is for a copier for \$135 per month for five years with \$2,000 down. Lease expense for the years ended June 30, 2014 and 2013 were \$2,021 and \$1,616, respectively. There are no other operating lease commitments.

Future minimum lease payments required for the year ended:

June 30, 2015	\$ 16,416
June 30, 2016	\$ 1,616
June 30, 2017	\$ 1,481

**NOTE 9 - CHANGES IN NET ASSETS**

The change in net assets for the years ending June 30, 2014 and 2013 are \$16,868 and, \$24,202 respectively.

**NOTE 10 - SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through October 6, 2014, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended June 30, 2014 and none were found.

# McLarney & Company, LLC

*Certified Public Accountants & Business Advisors*

Brian F. McLarney, MBA, CPA/PFS  
James O. Nash, MSA, CPA

Robert F. Siggins, MST, CPA  
Shawn R. Tewksbury, CPA, CFP

## REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Trustees of  
Northeast Deaf and Hard of Hearing Services, Inc.  
57 Regional Drive  
Concord, New Hampshire 03301

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Northeast Deaf and Hard of Hearing Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 6, 2014.

### Internal Control over Financial Reporting

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

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

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

### Compliance and Other Matters

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

### Purpose of this Report

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

*McLarney & Company, LLC*

McLarney & Company, LLC  
October 6, 2014

One Tremont Street, Concord, NH .-. Phone: 603-224-4990 .-. Fax: 603-226-0030