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**Frank Edelblut**  
Commissioner of Education



**Paul Leather**  
Deputy Commissioner of Education

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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August 31, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation to enter into a contract with Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS), Concord, New Hampshire (Vendor Code 159021) to provide independent living services in an amount not to exceed \$70,271.00, effective upon Governor and Council approval through September 30, 2018. 100% Federal Funds.

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

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565010-25420000-102-500731 Contracts for Program Services	\$52,703.00	\$17,568.00

EXPLANATION

The New Hampshire Department of Education receives an annual grant of \$305,350.00 from the United States Department of Health and Human Services, Administration on Community Living, Independent Living Administration. The grant under Title VII, Part B of the Rehabilitation Act of 1973, as amended, enables the state to continue to provide independent living services to individuals with significant disabilities so that they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provided under this contract are available statewide.

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

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Northeast Deaf and Hard of Hearing Services, Inc. include service coordination, interpreter and Computer Assisted Real Time Captioning (CART) services, and support services for deaf-blind individuals.

A request for proposal was posted to the Manchester Union Leader (April 7, 2017), the Department of Education's website, the Statewide Independent Living Council's website, and released to community based organizations that are potential or former vendors. Three proposals were received, Granite State Independent Living, Northeast Deaf and Hard of Hearing Services, Inc., and the Brain Injury Association of New Hampshire. A committee comprised of employees from the Department of Education and Department of Health and Human Services reviewed the proposals submitted utilizing an evaluation tool that was developed based on the request for proposal requirements (Attachment A). The committee recommended funding Northeast Deaf and Hard of Hearing Services, Inc. which will provide service coordination, interpreter and Computer Assisted Real Time Captioning (CART) services, and support services for deaf-blind individuals in the amount of \$70,271.00; Granite State Independent Living will provide service coordination, access services, transportation services, travel training, and services to the blind and visually impaired in the amount of \$212,956.00 and, the Brain Injury Association of New Hampshire (BIANH) will provide service coordination, maintain a veterans website and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury, and family neuro-resource facilitation in the amount of \$79,923.00. The Title VII, Part B funds will be awarded to the three non-profits identified above, pending Governor and Council approval.

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

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

The Title VII, Part B FFY18 RFP review occurred on Tuesday, May 30, 2017. The RFP review panel consisted of the following employees from the Department of Education and the Department of Health and Human Services.

**Lisa Hinson-Hatz**, Administrator IV of Field Services, Bureau of Vocational Rehabilitation. Ms. Hinson-Hatz brings 15 years of experience in developing and monitoring new contracts and initiatives related to Vocational Rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

**Sharon DeAngelis**, Administrator IV, Division of Career Technology and Adult Learning. Ms. DeAngelis has 24 years of experience in developing and monitoring budgets for the Division as well as contract development and monitoring contract requirements.

**Joan Holleran**, Administrator I, External Relations. Ms. Holleran has administered the Independent Living program at the Department of Education for 16 years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

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**William Finn**, Administrator II, Services for Blind and Visually Impaired (SBVI). Mr. Finn has worked in the field of vision rehabilitation and education for 43 years. He has been the Administrator of SBVI for 17 years and has a wealth of experience in mobility and orientation, education, and independent living.

**Joan Marcoux**, Hearing, Speech, and Vision Specialist in the Office of Health Equity, Department of Health and Human Services. Ms. Marcoux has 15 years' experience as a hearing, speech, and vision specialist. Ms. Marcoux has a Master's Degree in Vocational Rehabilitation Counseling. She serves on the Services for Blind and Visually Handicapped Advisory Committee, as well as the Statewide Independent Living Council.

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

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

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

## Attachment A

### SCORING FOR REVIEW OF FFY 18 TITLE VII, PART B PROPOSALS

#### Proposal Criteria in the RFP

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

#### Final Score (70 passing)

<u>Title VII, Part B FFY 18 Proposals</u>	<u>Amount</u>	<u>Peer Review</u>
Brain Injury Association of New Hampshire (BIANH)	\$ 79,923.00	95.6
Granite State Independent Living (GSIL)	\$212,956.00	93.0
Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS)	\$ 70,271.00	86.6

	Lisa Hinson-Hatz	Sharon DeAngelis	Joan Holleran	William Finn	Joan Marcoux	Average
<b>BIANH</b>	96	96	95	94	97	95.6
<b>GSIL</b>	88	97	96	87	97	93.0
<b>NDHHS</b>	83	83	85	90	92	86.6


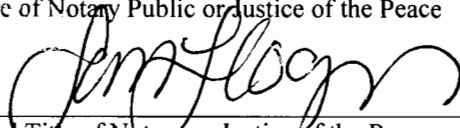
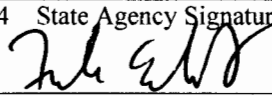

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, Vocational Rehabilitation		1.2 State Agency Address 21 South Fruit Street, Suite 20, Concord, NH 03301	
1.3 Contractor Name Northeast Deaf and Hard of Hearing Services, Inc.		1.4 Contractor Address 56 Old Suncook Road, Suite 6, Concord, NH 03301	
1.5 Contractor Phone Number 603.224.1850	1.6 Account Number See Exhibit B	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$70,271.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Director		1.10 State Agency Telephone Number 603-271-3802	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NORMAN LAFOND SR, CHAIRMAN	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>AUGUST 23</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		SAMANTHA R. HOGAN, Notary Public My Commission Expires May 4, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUTE, COMMISSIMER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/2/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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



**EXHIBIT A**  
**The Services**

The Contractor, Northeast Deaf and Hard of Hearing Services, Inc. shall determine eligibility based on 34 CFR Part 364.51 and 364.40 (21 (Authority: 29 U.S.C. 706(11)(c)(e)), develop and approve Independent Living Plans based on 34 CFR 364.52, (Authority: 29 U.S.C 71(c) and 796c(e) and (j) and provide independent living services up to the limit of the contract based on 34 CFR 364.40 sections (1) through (21), (Authority: 29 U.S.C. 79692(1)).

**I. Professional Services**

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

**Service Coordination**

1. The Contractor shall employ personnel who are specialists in deaf, hard of hearing, and deaf/blind issues for the development and provision of independent living services in accordance with 34 CFR 364.23.
2. Provide information about independent living services and make referrals to other programs for individuals with significant disabilities as required under 34 CFR 364.40.
3. The Contractor shall obtain medical, psychological, psychiatric, educational, vocational, social, and financial information necessary to support eligibility for services under this program in accordance with 34 CFR 364.56. Consumers shall be notified of their right to appeal decisions made by the Contractor. Consumers shall also be notified of the services of the Client Assistance Program and how to contact them in accordance with 34 CFR 364.30.
4. The Contractor shall assist applicants in the completion of application forms, and the development of the Independent Living Plan following the determination of eligibility prior to providing services in accordance with 34 CFR 364.50 and 34 CFR 364.52.
5. The Contractor shall coordinate services with other state and local programs to avoid duplication of services in accordance with 34 CFR 364.27.
6. The Contractor shall develop and maintain a consumer service record for each independent living program consumer. Documentation shall include eligibility or ineligibility decisions signed and dated by the service coordinator, services requested by the consumer, the Independent Living Plan developed with the consumer or a waiver signed by the consumer stating that an Independent Living Plan is unnecessary, the services actually provided, and goals achieved by the consumer in accordance with 34 CFR 364.53.

7. The Independent Living Plan (ILP) shall identify the service(s) to be provided, the approximate cost and duration, the provider, the goal of the program, the intermediate objective(s) to be attained as a result of the service(s), and the review period and criteria against which each objective shall be measured. Services that are needed beyond the period that is specified in the ILP will be provided only when the ILP is amended to specify an extension and there is justification that the intermediate objective(s) can be attained only if the extension is approved.
8. The Contractor shall apply for and document in the consumer service record specific comparable benefits sought and obtained prior to billing the Department of Education, Division of Career Technology and Adult Learning's Independent Living Program in accordance with 34 CFR 364.35.
9. The Contractor shall assist the consumer in the completion of a financial needs test per 12-month period which begins on the date of eligibility, for a service or combination of services. Services provided will be contingent upon financial need.

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

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

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

#### **Interpreter and CART Services**

1. The Contractor shall arrange sign language interpreter services from licensed interpreters approved by the State Board of Licensure of Sign Language Interpreters for the Deaf and Hard of Hearing, for individuals who have been determined eligible for those services in accordance with 34 CFR 364.51.
2. The Contractor shall provide quarterly reports that identify usage of interpreter services, purpose and length of time.

3. The Contractor shall arrange for Computer Assisted Real Time Captioning (CART) services to individuals to facilitate communication between people who are hearing and those with hearing impairments, when requested by individuals who are eligible for Title VII, Part B services.
4. CART services shall be provided by the Contractor throughout New Hampshire at the time and date requested by the eligible individual as coordinated by the interpreter referral service of the Contractor.

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

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

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

1. The Contractor will provide short term and long term assistive device loans to individuals with hearing loss.
2. The Contractor will make at least four (4) outreach presentations at various locations, upon request.

## **II. Program Evaluation**

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

## **III. Reporting**

1. All Title VII, Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports are required, no later than 25 days after the close of the previous month. The report/log should identify the following items: type of service being provided, staff providing the service, date of the service, hours of the service, and consumers receiving the service. The grantee will submit with these reports, monthly invoices for services provided, as described above. The first report and invoice will be due November 25, 2017.
2. The Contractor will provide a quarterly report on the status of the development and implementation of the SSP Program services.
3. The Contractor will provide a quarterly itemized expenditure report and budget reconciliation report.
4. Program site visits will be conducted, at least biannually, to include a comprehensive financial review.

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

**Estimated Budget:**

	<b>FY 2018</b>	<b>FY 2019</b>	<b>Total</b>
Service Coordination Salary/Fringe Benefits	\$25,538.36	\$ 8,512.87	\$34,051.23
Interpreter/CART/SSP Services	18,241.88	6,080.89	24,322.77
Staff Mileage/Travel	1,013.44	337.81	1,351.25
Office Supplies	810.75	270.25	1,081.00
Facility Costs	5,432.03	1,810.67	7,242.70
Telephone	932.36	310.79	1,243.15
Training/Professional Development	734.18	244.72	978.90
<b>TOTAL</b>	<b>\$52,703.00</b>	<b>\$17,568.00</b>	<b>\$70,271.00</b>

1. This budget may be adjusted between fiscal years and line items but in no case can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to adjustments.
2. The Contractor shall maintain financial records to support the receipt, accounting for, allocation of, and disbursement of all funds awarded. The monthly invoice will support and document all costs associated with services provided on the contact report/log.
3. The Contractor shall maintain documents to support the delivery of services and make them available for review upon request.

**Limitation on Price**

The total cost for all services provided under this contract shall not exceed \$70,271.00

**Method of Payment**

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

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

All invoices and reports shall be forwarded to:

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

**Source of Funds:** Funds to support this request are available in FY18 and FY19 in the account entitled Independent Services (Part B):

	<u>FY18</u>	<u>FY19</u>
06-56-56-565010-25420000-102-500731 Contracts for Program Services	\$52,703.00	\$17,568.00

Contractor Initials SEL  
 Date 8/23/17

**EXHIBIT C**  
Special Provisions

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

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

Contractor Initials NSL  
Date 8/23/17

## EXHIBIT D

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

### **BUSINESS ASSOCIATE AGREEMENT**

#### (1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

(3) Obligations and Activities of Business Associate.

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

- d. Business Associate shall require all of its business associates that receive, use, or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI provided under Section (3)K. herein. The Covered Entity shall be considered a direct third party beneficiary or the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies, and procedures relating to the disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a designated record set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

**The State**

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

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Frank Edelblut  
Name of Authorized Representative

NORMAN LAFOND SR  
Name of Authorized Representative

Commissioner of Education  
Title of Authorized Representative

CHAIRMAN  
Title of Authorized Representative

8-21-17  
Date

8/23/17  
Date

Contractor Initials NEL  
Date 8/23/17

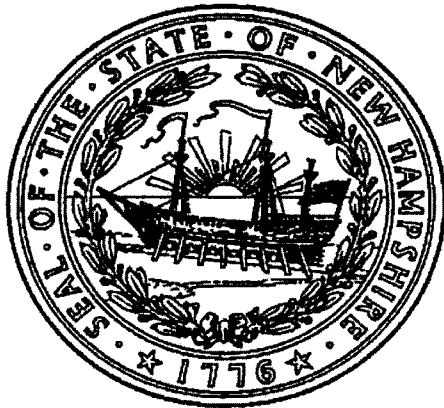
# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 344894



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of August A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

Certificate of Authority

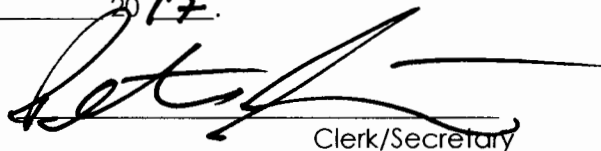
I, Peter Simoneau, Clerk/Secretary of Northeast Deaf and Hard of Hearing Services do hereby certify that:

- (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 July 10, 2014, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:  
**The Board of Directors approves Norman Lafond with the authority to sign this contract with New Hampshire Department of Education and Vocational Rehabilitation.**
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder) (organizational) meeting on June 21, 2001
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Norman Lafond Chair  
Peter Simoneau Secretary  
Vincent Youmatz Treasurer  
Susan Wolf-Downes Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 23 day of August 2017.

(Corporate Seal if any)

  
 Clerk/Secretary

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On August 23, 2017, 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.

Gayle Baird  
 Notary Public/Justice of the Peace





**Northeast Deaf and Hard of Hearing Services**  
**Statements of Financial Position**  
**For the Years Ended June 30, 2016 and 2015**

**ASSETS**

<u>Current Assets</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Cash (Note 2, 5)	\$ 49,635	\$ -	\$ -	\$ 49,635	\$ 87,525
Accounts Receivable (Note 2)	72,346	-	-	72,346	54,235
Grants Receivable - Current (Note 3, 5)	160,439	-	-	160,439	74,198
Prepaid Expenses	3,577	-	-	3,577	4,312
<b>Total Current Assets</b>	<u>285,997</u>	<u>-</u>	<u>-</u>	<u>285,997</u>	<u>220,270</u>
 <u>Fixed Assets (Note 1)</u>					
Furniture and Fixtures	7,756	-	-	7,756	7,756
Office Equipment, Computers	45,996	-	-	45,996	45,392
Software Development, Net	10,175	-	-	10,175	13,515
Accumulated Depreciation	(51,459)	-	-	(51,459)	(50,669)
<b>Total Fixed Assets, Net</b>	<u>12,469</u>	<u>-</u>	<u>-</u>	<u>12,469</u>	<u>15,995</u>
 <b>TOTAL ASSETS</b>	 <u><u>\$ 298,466</u></u>	 <u><u>\$ -</u></u>	 <u><u>\$ -</u></u>	 <u><u>\$ 298,466</u></u>	 <u><u>\$ 236,265</u></u>

**LIABILITIES AND NET ASSETS**

<u>Current Liabilities</u>					
Accounts Payable	\$ 77,327	\$ -	\$ -	\$ 77,327	\$ 39,108
Accrued Expenses	13,734	-	-	13,734	9,700
<b>Total Current Liabilities</b>	<u>91,061</u>	<u>-</u>	<u>-</u>	<u>91,061</u>	<u>48,941</u>
 <u>Net Assets</u>					
Net Assets (Note 2, 5)	207,405	-	-	207,405	187,324
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 <u><u>\$ 298,466</u></u>	 <u><u>\$ -</u></u>	 <u><u>\$ -</u></u>	 <u><u>\$ 298,466</u></u>	 <u><u>\$ 236,265</u></u>

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Activities**  
**For the Years Ended June 30, 2016 and 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
<u>Revenue and Support (Note 2, 9)</u>					
Foundation Grants	\$ 19,919	\$ -	\$ -	\$ 19,919	\$ 25,000
Government Grants	384,679	-	-	384,679	284,092
Contributions	54,680	-	-	54,680	53,814
Program Revenue	250,335	-	-	250,335	228,343
Referral Fees	75,810	-	-	75,810	70,430
Interest Income	30	-	-	30	46
<b>TOTAL REVENUE AND SUPPORT</b>	<u>785,453</u>	<u>-</u>	<u>-</u>	<u>785,453</u>	<u>661,726</u>
<u>Functional Expenses</u>					
<u>Program Services</u>					
Adult Education	191,322	-	-	191,322	144,378
Outreach	106,029	-	-	106,029	32,728
Referral Services	344,118	-	-	344,118	328,648
TTY - Relay	69,407	-	-	69,407	68,530
<u>Supporting Services</u>					
General & Administrative	48,469	-	-	48,469	57,261
Fund Raising	6,027	-	-	6,027	5,357
<b>TOTAL FUNCTIONAL EXPENSES</b>	<u>765,373</u>	<u>-</u>	<u>-</u>	<u>765,373</u>	<u>636,901</u>
<b>CHANGE IN NET ASSETS (Note 9)</b>	20,080	-	-	20,080	24,825
Net Assets - Beginning of Year	<u>187,324</u>	<u>-</u>	<u>-</u>	<u>187,324</u>	<u>162,499</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 207,405</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 207,405</u>	<u>\$ 187,324</u>

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Cash Flows**  
**June 30, 2016 and 2015**

	2016	2015
<b>Cash Flows From Operating Activities</b>		
Change in Net Assets	\$ 20,080	\$ 24,825
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	791	1,261
Amortization	3,340	1,513
(Increase) decrease in accounts receivable	(18,112)	(32,071)
(Increase) decrease in grants receivable	(86,241)	(29,146)
(Increase) decrease in prepaid expenses	735	(738)
Increase (decrease) in accounts payable	38,219	24,129
Increase (decrease) in other accrued liabilities	3,901	2,930
Increase (decrease) in payroll taxes	-	-
	(57,367)	(32,122)
Net Cash Provided (Used) by Operating Activities	\$ (37,287)	\$ (7,296)
<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	(604)	(778)
	(604)	(778)
Net Cash Provided (Used) by Investing Activities	(604)	(778)
NET INCREASE (DECREASE) IN CASH	\$ (37,891)	\$ (8,075)
CASH AT BEGINNING OF YEAR	\$ 87,525	\$ 95,600
CASH AT END OF YEAR	\$ 49,635	\$ 87,525



**Northeast Deaf and Hard of Hearing Services, Inc.**  
**Profit & Loss Summary for Grant Proposals**

Jul '16 - Jun 17

**Ordinary Income/Expense****Income**

4000 · ASL Class Tuition	1,660.00
4001 · Invoiced Funds	102,030.00
4010 · Campaign Income	7,863.89
4030 · Contributions Income	25,013.32
4080 · Corporate Contributions	1,944.40
4085 · Individual Contributions	2,841.80
4098 · Family Sign Language program	29,750.00
4110 · Grants Awarded	339,266.36
4120 · Program Fees	144,009.08
4150 · Miscellaneous Income	185.00
4164 · Re-billing / late fee	750.00
4165 · Equipment Rental Fee (DOE-Ed)	2,450.00
4167 · External - Conf Rm Rental Fee	50.00
4175 · Presentation Fees	250.00
4180 · Referral Fees	56,257.50
4190 · Reimbursed Expenses	3,093.69
4800 · Auction Tickets	3,540.00

**Total Income**

720,955.04

**Gross Profit**

720,955.04

**Expense**

5000 · Administrative fees	2,401.35
5553 · Assessments	7,468.75
6000 · Advertising	1,508.58
6062 · Fund Raiser Event Expense	12,290.75
6120 · Bank Service Charges	489.01
6121 · Late Fees	48.43
6125 · Books	723.53
6135 · Conferences	1,344.37
6160 · Dues and Subscriptions	835.00
6165 · Gifts	469.74
6170 · Equipmental Rental	1,905.56
6178 · Instructor's Fees	6,846.00
6180 · Insurance	33,688.76
6195 · Interpreter Fees	50,639.11
6225 · Document fees	680.00
6235 · Luncheon	232.61
6237 · Refreshments for Community Mtgs	214.52
6245 · Moving Expenses	7,628.02

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Accrual Basis

Northeast Deaf and Hard of Hearing Services, Inc.  
**Profit & Loss Summary for Grant Proposals**  
July 2016 through June 2017

Jul '16 - Jun 17

6250 · Postage and Delivery	1,717.06
6260 · Printing and Reproduction	1,764.10
6265 · Professional Development & CPE	20,303.09
6270 · Professional Fees	26,472.00
6286 · Public Relations	17.40
6289 · Referral Data Base	220.00
6290 · Rent	25,618.87
6291 · Conference Room Usage - DOE-Ed	3,380.00
6292 · Website Server Space Usage	2,795.00
6293 · Conference Room Usage - Relay N	8,468.43
6294 · TEAP Room Usage	8,037.70
6340 · Telephone	4,365.92
6343 · Equip Purchas - NHDBEP Clients	5,614.50
6345 · Equipment Purchased for DOE-Ed	30.47
6348 · Equipment Purchased for TEAP	26,394.57
6350 · Program Travel & Mileage	9,325.62
6390 · Utilities	376.77
6425 · Payroll taxes	25,112.01
6440 · Wages	331,648.04
6450 · Contract Labor	157.50
6550 · Office Supplies	2,758.95
6555 · Web Site & E-Mail Expenses	338.73
6556 · High Speed Internet	1,797.25
6670 · Program Expense	13,506.81
<b>Total Expense</b>	<b>649,634.88</b>
<b>Net Ordinary Income</b>	<b>71,320.16</b>
<b>Other Income/Expense</b>	<b>23.81</b>
<b>Net Income</b>	<b>71,343.97</b>



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

## Board Members and Contact Information

As of: May 8, 2017

56 Old Suncook Rd, Ste 6, Concord, NH 03301  
603-224-1850 Voice, 603-968-5889 VP  
603-856-0242 Fax, 603-224-0691 TTY  
[www.ndhhs.org](http://www.ndhhs.org)

### Board Members:

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

**Chairman of the Board:**  
Norman Lafond, Sr.

**Board Member:**  
Deborah Bailey

**Board Member:**  
Donna Toohey

**Vice-Chairman:**  
Michael Ritter

**Board Member:**

**Board Member:**  
Charlotte Rice

**Treasurer:**  
Vincent Youmatz

**Board Member:**  
Steve Ballou, Ph.D.

**Board Member:**  
Claude Boucher

**Secretary:**  
Peter Simoneau

**Board Member:**  
Glenn Brown

**Board Member:**  
Eileen Flockhart

**Board Member:**  
Tina Cook



# NDHHS

Northeast Deaf and  
Hard of Hearing Services, Inc.

57 Regional Drive Unit D, Concord, NH 03301

603-224-1850 Voice, 603-968-5889 VP

603-856-0242 Fax, 603-224-0691 TTY

[www.ndhhs.org](http://www.ndhhs.org)

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## NDHHS Board Member Compensation Statement

**All board members are volunteers and do not receive compensation.**

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

Gayle Baird, Bookkeeper	\$43,894.50	(FT)
Kathleen Farrell, Referral Specialist-Part B request	\$31,941.00	(FT)
Jola Leary Referral Specialist-Part B	\$24,375.00	(FT)
Emily B. Referral Specialist-Part B back up	\$23,700.00	(FT)
Dana Mozzoni – I&R	\$15,730.00	(PT)
Paul Baravella, Operation - back up	\$35,002.50	(FT)
Susan Wolf-Downes-Executive Director	\$70,137.60	(FT)

# Gayle P. Baird

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## Experience

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

### **Accountant / Human Resources / Payroll**

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

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

### **Accountant I / Human Resources / Payroll**

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

*NH Governor's Commission on Disability, Concord NH 06/2005 – 12/2007*

### **Senior Accounting Technician**

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

*NH Governor's Commission on Disability, Concord NH 09/2004 – 06/2005*

### **Secretary II**

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

*ProTemps, Concord NH 02/2004 - 09/2004*

### **Temporary Accounting Staff to Pembroke Academy**

*Douglas, Leonard & Garvey, PC, Concord NH 11/2002 - 02/2004*

### **Bookkeeper**

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

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

### **Administrative Assistant**

Draft/format/proof confidential correspondence; architectural specifications; dictation for staff; update/create master docs, reports, templates, and forms. Backup assistant for accounting data entry.

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

### **ORE File Library Supervisor** 04/1992 - 07/1993

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

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

### **Database Manager and Admin Assistant II** 07/1991 - 04/1992

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

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

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

## Education

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

SoNH - HR Certificate Program 08/2008

SoNH – Certified Public Supervisor Program 06/2006

SoNH – Certified Public Supervisor Program Tune-up 09/2008

Justice of the Peace, NH Current, Expires 10/03/2017

Notary, NH Current, Expires 11/14/2017

Littleton High School, Littleton, MA – Business/Office Program 06/1971



## Job Description: Information and Referral Specialist

### Responsibilities include:

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

# Jola Leary

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## Professional Goals

- To gain experience in all aspects of the Sign Language Interpretation field
  - To become nationally certified as a Sign Language Interpreter
  - To establish lasting connections with the Deaf community of New Hampshire
- 

## Education

University of New Hampshire at Manchester (3.81 GPA) 2011 - 2015

*Bachelor of Science - Sign Language Interpretation*

Awards: Presidents Leadership Award for UNH Manchester (2015)

UNH Manchester Student Leadership Award (2014)

Relevant Coursework:

- American Sign Language courses 1-6
  - Sociocultural Perspective on Deaf Community
  - Ethics and Professional Standards for Interpreters
  - Field Experience I & II
  - Studies in Project Management
- 

## Experience

Northeast Deaf and Hard of Hearing Services, Inc., Concord, NH 2015 - Present

*Interpreter/CART Referral Specialist*

- Work diligently to complete tasks accurately and in a timely manner
- Maintain positive work habits to ensure consumer, requester and interpreter satisfaction

Community Bridges, Concord, NH 2015 - 2016

*Direct Service Professional*

- Provided support to members of the community who live with intellectual disabilities
- Promoted interpersonal skills with the Hearing and Deaf community

University of New Hampshire at Manchester, Manchester, NH 2012-2015

*Student Activities Promotor*

- Helped students become involved with activities on campus
  - Planned various student activities using Word, Excel, and PowerPoint
  - Collaborated with other student employees to organize and run student events
- 

References are available upon request.



## Emily Anna Braconier

### Education:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH May 2014

**Bachelor of Arts, Zoology (GPA: 3.15)**

Minor: Deaf & Hard of Hearing Studies

- Related coursework Completed: Microbiology, Biochemistry, General Chemistry I&II, General Biology I&II, Physics I&II, Statistics, Genetics, Vertebrate Morphology, Evolution, Neurobiology & Behavior and Animal Physiology.
- American Sign Language (ASL) levels I-IV
- Internship with the Bureau of Vocational Rehabilitation, Concord, NH under State Coordinator for the Deaf & Hard of Hearing, Hobart Dee Clanton.

UNIVERSITY OF NEW HAMPSHIRE, Manchester, NH, May 2017.

**Bachelor of Science, Sign Language/English Interpretation**

- Graduated from Interpreter Training Program in May, 2017.
- Made Dean's List Spring 2015, 2016 and 2017 semester (GPA 3.89)
- Current GPA: 3.22
- Student Representative on NHRID Board

### Community Service/Activities:

- Volunteered at the Waterville Valley Adaptive Program, Waterville Valley, NH  
(Winter 2009, 2010 and 2011)
- Volunteered at the New Hampshire Humane Society, Laconia, NH  
(Summer 2009, 2010)
- Live-in Nanny, Peabody, MA (Summer 2013)

### Certifications

CPR Certified (ECSI)

Completed: 2014

Expires:2016

NAUI SCUBA Certified

Completed: 2013

Expires: N/A

Job History:

Referral Specialist at Northeast Deaf & Hard of Hearing Services (Dec 2015-current)

Office Assistant for UNH Manchester SLI Program

Director, Jack Hoza (September 2015-January 2016)

Sales Associate for The Paper Store, Concord, NH (September 2014 - May 2015)

Marshall's Sales Associate, Plymouth, NH (May 2014 – August 2014)

Personal Care Assistant (PCA) via Granite State Independent Living (February 2014-May 2014)

SKILLS &  
ABILITIES

- Work well under pressure
- Strong Customer Service Skills
- Multitasker
- Team player
- Eager and willing to learn new job skills

EXPERIENCE

**INFORMATION AND REFERRAL SPECIALIST-NORTHEAST DEAF & HARD OF HEARING SERVICES**

**December 2016-current**

Responsible for answering emails, phone calls and the videophone also put together service coordination, equipment loans, maintain social media, room reservations, resource library, general questions and various other tasks such as running the Deaf Senior Citizens Group.

**PET CARE PROFESSIONAL- DANA'S PAWSITIVE PET CARE**

**Summer 2016- current**

Running positive doggy day care out of home and or at client's home: customer service, scheduling, returning phone calls, arrange to meet client's, dog training, and pet services.

**WAIT STAFF-MILLY'S TAVERN**

**Summer 2013- Winter 2015**

Responsible for greeting customers, taking orders, ensuring customer satisfaction

**CAREGIVER- IN HOME**

**Winter 2014- Spring 2014**

Caregiver for an elderly gentleman. Responsibilities included: Running errands, meal planning, cooking, socializing, accompanying him on outings and overall supervision.

**RECEPTIONIST/TOUR GUIDE/RETAIL SALES AND BOOKING AGENT AT SACO BOUND**

**Summer May 2009- Summer August 2012**

In charge of making camping reservations along with canoe and kayak rentals. Sold items to customers and gave promotional sales pitches. Additional responsibilities included: answering and returning phone calls in a timely manner, cleaning the shop and making sure every boat was washed and accounted for at the end of the day.

EDUCATION

ASSOCIATE'S DEGREE FROM SOUTHERN NEW HAMPSHIRE UNIVERSITY 2014—GPA: 3.8

CURRENTLY PURSUING BACHELOR'S DEGREE- AMERICAN SIGN LANGUAGE INTERPRETATION- GPA: 3.6

ACCOMPLISHMENTS

Field advocate for the AFSP (Clay Hunt Suicide Prevention Act signed into law), Peer Mentor for freshman students at SNHU, 3rd place trophy for Fashion /Print/Runway competition- IMTA July 2014, Vocal Jazz State Champ of 2012, All Maine State High School Choir 2011-2012

HOBBIES/INTERESTS

Cooking, singing, volleyball, skiing, Deaf Socials and geocaching

# Paul Baravella

NDHHS Operations Manager - pbaravella@ndhhs.org

## Education:

### **University of New Hampshire Manchester** **2009-2012**

- Bachelor's Degree in ASL/English Interpretation – Magna Cum Laude
- American Sign Language 5, 6

### **Bristol Community College** **2008-2009**

- Pursued courses in Deaf studies
- American Sign Language 3, 4
- Member of Deaf studies club

### **Massasoit Community College** **2005-2008**

Associates Degree Liberal Arts 3.8 GPA

- American Sign Language 1, 2
- Honors English
- Honors Ethics

## Computer Skills:

- Efficiently and quickly mastered use of several different POS systems
- Experienced with Microsoft Windows and Office programs
- Hardware replacement and upgrade experience
- IT management experience

## Volunteer Work:

- I've volunteered at Deaf Inc. in Taunton, Ma from the summer of '08 to the summer of '09. During that time, my responsibilities were to make outbound calls for charitable donations or to request information for consumers, file office paperwork, make copies, basic repair work around the office, setting up for and helping organize events, and miscellaneous tasks that may arise.
- During my time at Bristol Community College, I was part of a team who organized and held a Deaf Awareness Week event and ASL club fundraiser.

## Employment Experience:

### **Northeast Deaf and Hard of Hearing Services** **4/11-Current**

I&R Specialist; Administrative Assistant; Program Coordinator

- Answer all incoming mediums of communication including phone, video phone, email, TTY and fax.
- Create and maintain multiple databases including incoming donations and payments, available resources, and community contacts.
- Distribute information and resources via mail, email, phone, video phone and internet forums.
- Create, format, edit, and distribute forms and documents for staff members.
- Provide support to the Deaf and Hard of Hearing Education Initiative Project:
  - Provide staff support at educational trainings and workshops
  - Preparation of materials for trainings as well as information packets for

- families, educators and the community related to the education of children and youth with hearing loss
  - Additional tasks as needed to assist with the DHHEIP
  - Provide information and referrals to families, educators and the community regarding services for Deaf and Hard of Hearing children and youth.
- General office staff support including support to the Executive Director and NH-TEDP coordinator
- Coordinator for Family Sign Language Program and Deaf-Blind Equipment Distribution Program

### **Uno's Chicago Restaurant**

**9/09-Current**

Server

- Multi-task and coordinate with coworkers to deliver the highest customer satisfaction possible
- Remain organized and efficient in a fast-paced environment
- Seat, serve and attend to customer needs.
- Inform customers of products and promotions
- Prepare and deliver food and beverage items
- Work as a team to maintain a clean and sanitary workplace

### **Jordan's Furniture**

**8/07-7/09**

Clearance Sales Associate

- Provide first class customer service to assist customers with purchases and inform them of product options
- Extensive use of several different computer programs for inventory and point-of-sale purposes
- Up-sell warranty and product protection plans
- Assemble and prepare furniture for sale
- Position furniture on the sales floor in a professional manner to entice sales
- Work as a team with co-workers to produce a safe professional environment

### **Jiffy Lube**

**1/07-6/07**

Customer Service Advisor/Lube Technician

- Asked customers pertinent questions to better assist them with their purchase decision
- Entered customer information and product selection into the computer program
- Provided information on products offered by the company to the customer
- Informed co-workers of customers requests
- Performed technical maintenance on customer vehicles
- Maintained a safe work environment

### **World Wide Enterprise**

**4/04-9/05**

Warehouse Laborer

- Safely managed machinery and operated forklift
- Delivered special ordered/ emergency goods to customers using a company vehicle
- Assisted customers with order inquiries and product information
- Standard warehouse duties including shop maintenance, sweeping, opening and closing facilities
- Organized products in an efficient and safe manner inside a large warehouse

*Susan Wolf-Downes, MS*

**Executive Director** - Manage an agency with a budget of \$800,000 that was established in April 2001 to serve the Deaf, Hard of Hearing, Late Deafened and Deaf/Blind communities. Act as liaison with the New Hampshire State legislature on issues related to the Deaf, Hard of Hearing, Late Deafened, Oral Deaf, Deaf/Blind and individuals who have multiple disabilities in addition to hearing loss. Oversight the centralize organization related to hearing loss issues. Provide advocacy and presentations to state, hospitals, and private agencies to inform them about NDHHS services. Search for funding sources to provide continued financial support for the center. Provide supervision and support for 10 FT staff members, 1 PT part-time and several outsource contracts. Plan and oversee community services including but not limited to the following:

- Communication Access Services (Interpreter & CART referral)
- Emergency Medical Interpreter Services
- Information Referral
- Supports Services for Deaf and Hard of Hearing Students
- NH Telecommunication Equipment Distribution Program
- NH Deaf/Blind Telecommunication Equipment Distribution Program
- Service Coordination/Advocacy
- Relay New Hampshire
- Employment Support
- Family Sign Language Program
- Equipment and Materials Loan Program
- Outreach Information & Education about Access

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

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

**Outreach Manager** - N.E. Telephone Dual Party Relay Services, Marlboro, MA 1991-1995

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

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

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

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

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

### **EDUCATION:**

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

### **PROFESSIONAL ACTIVITIES:**

#### **Affiliations:**

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

#### **Achievements:**

- Strengthening Communities Project (October 2011)
- 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