

41



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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Concord, N.H. 03301
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September 3, 2014

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS), Concord, New Hampshire (Vendor Code 159021) to provide independent living services in the amount not to exceed \$49,235.00 effective October 1, 2014 or upon Governor and Council approval whichever is later through September 30, 2015 with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. **100% Federal.**

Funding is available in the account entitled Independent Services (Part B) for FY 15/16 pending legislative approval of the next biennial budget:

FY 2015	06-56-56-565510-6485-102-500731	Contracts for Program Services	\$36,925.00
FY 2016	06-56-56-565510-6485-102-500731	Contracts for Program Services	\$12,310.00

EXPLANATION

The New Hampshire Department of Education receives an annual grant of \$305,350 from the United States Department of Education. The grant under Title VII, Part B of the Rehabilitation Act of 1973, as amended enables the state to continue to provide independent living services to individuals with significant disabilities so that they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provided under this contract are available statewide.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 3, 2014
Page Two

A request for proposal was posted to 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 the Department of Health and Human Services reviewed the proposals submitted utilizing an evaluation tool that was developed based on the request for proposal requirements (Attachment A). The committee recommended funding Northeast Deaf and Hard of Hearing Services which will provide service coordination, sight service coordination for individuals who are deaf-blind, and interpreter services to the deaf, hard of hearing and deaf-blind population in the amount of \$49,235.00; Granite State Independent Living will provide service coordination, access services, transportation and travel training for persons with disabilities in the amount of \$179,524.00; and, the Brain Injury Association of New Hampshire (BIANH) will provide family neuro-resource facilitation, armed forces and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury and a program which provides family to family support in the amount of \$68,862.00. The Three grantees for Title VII, Part B resources will be awarded monies, pending Governor and Council approval.

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

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

The Title VII, Part B FY15 RFP review occurred on Tuesday, July 9, 2014.

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

Lisa Hatz, Administrator III of Field Services, Bureau of Vocational Rehabilitation. Ms. Hatz brings 13 years of experience in developing and monitoring new contracts and initiatives related to vocational rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

Sharon DeAngelis, Business Administrator II, Division of Career Technology and Adult Learning. Ms. DeAngelis has 22 years' experience in developing and monitoring budgets for the Division as well as contract development and monitoring contract requirements.

Joan Holleran, Administrator I, External Relations. Ms. Holleran has administered the Independent Living program at the Department of Education for 14 years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

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

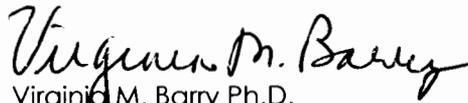
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 3, 2014
Page Three

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

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

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

Respectfully submitted,


Virginia M. Barry Ph.D.
Commissioner of Education

Attachment A

SCORING FOR REVIEW OF FY 15 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

Grant Score (70 passing)

<u>Title VII, Part B FY 15 Grantee</u>	<u>Amount</u>	<u>Peer Review</u>
Brain Injury Association of New Hampshire	\$ 68,862.00	92.00
Granite State Independent Living	179,524.00	91.50
Northeast Deaf and Hard of Hearing Services	49,235.00	83.50

Subject:

Northeast Deaf and Hard of Hearing Services-INDEPENDENT LIVING

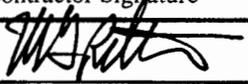
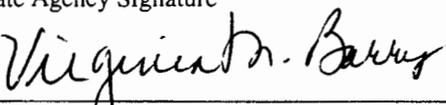
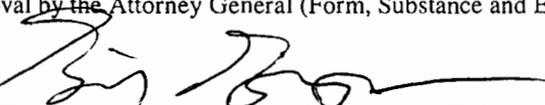
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOE-Division of Career Technology & Adult Learning		1.2 State Agency Address 21 South Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name Northeast Deaf and Hard of Hearing Services, Inc.		1.4 Contractor Address 57 Regional Drive, Concord, NH 03301	
1.5 Contractor Phone Number 603.224.1850	1.6 Account Number 565510-6485-102-0731	1.7 Completion Date 09/30/2015	1.8 Price Limitation \$49,235.00
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D., Commissioner of Education		1.10 State Agency Telephone Number 603.271.3142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael G. Ritter, Chairman	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>8/21/2014</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Michael L. Horton, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner 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) By:  On: <u>9/18/14</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.

Contractor Initials dlc
Date 8/21/14

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

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Date 12/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A
The Services

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

I. Professional Services

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

Service Coordination

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

Contractor Initials MLR
Date 9/21/14

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

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

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

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

Interpreter and CART Services

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. Staff 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.

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Date 8/21/14

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

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

Assistive Device Loan Program

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

II. Program Evaluation

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

III. Reporting.

All Title VII, Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports are required, no later than 10 days, after the close of the previous month. The report/log should identify the following items: type of service being provided, staff providing the service, date of the service, hours of the service, and consumers receiving the service. The grantee will submit with these reports, monthly invoices for services provided, as described above. The first report and invoice will be due November 10, 2014.

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

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

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

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

<u>Estimated Budget:</u>	FY 2015	FY 2016
Service Coordination (At per hour, this includes direct cost, postage, printing, service coordinator, clerical support, financial manager and bookkeeper);	\$36,925.00	\$12,310.00
Sign Language Interpreter Services (Rates are based on certification level approved by the State of New Hampshire and CART Services);		
Support Service Providers for Individuals who are Deaf/Blind.		
Assistive Listening Device Loan Program for Individuals with hearing loss.		

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

Limitation on Price: The total cost for all services provided under this contract shall not exceed \$49,235.00

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

All invoices and reports shall be forwarded to:

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

Contractor Initials WAC
Date 8/21/14

EXHIBIT C
Special Provisions

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

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

14 INSURANCE

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

Contractor Initials Waf
Date 8/2/14

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 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 party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose and PHI in response to a request for disclosure on the basis that it is required by law, without first notifying covered entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

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

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Date 8/21/14

- 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

Contractor Initials 
 Date 

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.

Virginia M. Barry
Signature of Authorized Representative

Michael G. Ritter
Signature of Authorized Representative

Virginia M. Barry, Ph.D.
Name of Authorized Representative

Michael G. Ritter
Name of Authorized Representative

Commissioner of Education
Title of Authorized Representative

Chairman
Title of Authorized Representative

9/8/14
Date

8/21/14
Date

Contractor Initials MAC
Date 8/21/14

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 21st day of August A.D. 2014

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Peter Simonseau, Clerk/Secretary of ND HHS 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.

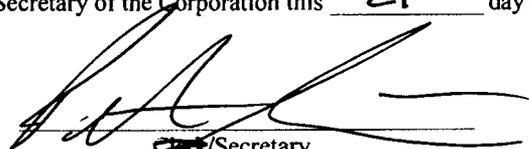
(5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and

(6) The following person(s) lawfully occupy the office(s) indicated below:

Mike Ritter ~~President~~ Chairman
N/A ~~CEO~~
Norman Laford ~~Vice President~~ Vice-Chairman
Peter Simonseau Secretary
Vincent Youmatz Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 21 day of August 2014.

(Corporate Seal if any)


Clerk/Secretary

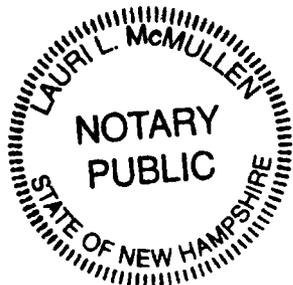
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

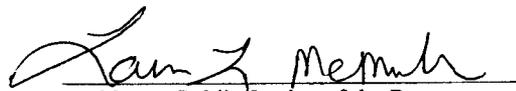
STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On August 21, 2014, 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

LAURI McMULLEN
NOTARY PUBLIC, NEW HAMPSHIRE
MY COMMISSION EXPIRES 12/8/2015



NDHHS
Northeast Deaf and
Hard of Hearing Services, Inc.

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

To: Sharon DeAngelis, Business Administrator
Division of Career Technology and Adult Learning

From: Susan Wolf-Downes, Executive Director
Northeast Deaf and Hard of Hearing Services, Inc.

Date: June 6, 2014

Subject: Agreement: Part B Resolution

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

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

Michael Ritter, Chairman

Date: _____

June 6, 2014

Susan Wolf-Downes, Executive Director

Date: _____

June 6, 2014

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

July 1, 2013 through June 12, 2014

Jul 1, '13 - Jun 12, 14

Ordinary Income/Expense

Income

4001 · INVOICED FUNDS	102,000.00
4010 · Campaign Income	17,328.20
4030 · Contributions Income	20,401.72
4080 · Corporate Contributions	9,825.00
4085 · Individual Contributions	3,525.00
4099 · Tutoring Services	3,825.00
4110 · Grants Awarded	351,634.44
4163 · Administration Fee	1,299.99
4164 · Re-billing / late fee	305.00
4165 · Equipment Rental Fee	4,850.00
4170 · Program Fees	75,653.95
4175 · Presentation Fees	2,382.00
4180 · Referral Fees	57,530.00
4190 · Reimbursed Expenses	0.00
Total Income	<u>650,560.30</u>

Gross Profit 650,560.30

Expense

5499 · Administrative fees	16,965.39
6000 · Advertising	250.00
6062 · Fund Raiser Event Expense	4,499.29
6120 · Bank Service Charges	734.14
6125 · Books	1,414.12
6135 · Conferences	22,683.05
6140 · Contributions	100.00
6160 · Dues and Subscriptions	383.00
6165 · Gifts	292.89
6170 · Equipmental Rental	1,886.37
6178 · Instructor's Fees	5,720.95
6180 · Insurance	27,826.40
6195 · Interpreter Fees	44,043.34
6230 · Licenses and Permits	145.00
6235 · Luncheon	4,759.76
6240 · Miscellaneous	69.80
6250 · Postage and Delivery	1,972.41
6260 · Printing and Reproduction	3,836.25
6265 · Professional Development &	26.85
6270 · Professional Fees	54,604.65
6288 · Referral fees expense	5,320.00
6289 · Referral Data Base	16,697.91
6290 · Rent	40,700.00
6300 · Repairs	5,893.50
6340 · Telephone	6,911.99
6343 · Equipment Purchases for NI	25,175.61
6348 · Equipment Purchased for TE	40,262.30
6349 · Training	160.00
6350 · Travel & Ent	10,512.75
6425 · Payroll taxes	20,831.62
6440 · Wages	267,160.14
6450 · Contract Labor	3,260.68
6550 · Office Supplies	3,608.52
6555 · Web Site & E-Mail Expenses	4,028.81
6556 · High Speed Internet	1,689.85
6670 · Program Expense	4,734.26
6672 · Board of Directors Expense	858.42
Total Expense	<u>650,020.02</u>

Net Ordinary Income 540.28

Other Income/Expense

Other Income

7010 · Interest Income	18.77
Total Other Income	<u>18.77</u>

Net Other Income 18.77

Net Income 559.05

Northeast Deaf and Hard of Hearing Services
Statements of Financial Position
For the Years Ended June 30, 2013 and 2012

ASSETS

<u>Current Assets</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
Cash (Note 2, 5)	\$ 76,869	\$ -	\$ -	\$ 76,869	\$ 69,909
Accounts Receivable (Note 2)	18,162	-	-	18,162	25,580
Grants Receivable - Current (Note 3, 5)	81,968	-	-	81,968	27,156
Prepaid Expenses	3,236	-	-	3,236	3,396
Total Current Assets	180,235	-	-	180,235	126,040
 <u>Fixed Assets (Note 1)</u>					
Furniture and Fixtures	6,978	-	-	6,978	6,978
Office Equipment, Computers	45,392	-	-	45,392	43,652
Accumulated Depreciation	(47,887)	-	-	(47,887)	(44,345)
Total Fixed Assets, Net	4,484	-	-	4,484	6,284
 TOTAL ASSETS	 \$ 184,719	 \$ -	 \$ -	 \$ 184,719	 \$ 132,324

LIABILITIES AND NET ASSETS

<u>Current Liabilities</u>					
Accounts Payable	\$ 32,745	\$ -	\$ -	\$ 32,745	\$ 9,519
Accrued Expenses	6,342	-	-	6,342	1,375
Payroll Tax Payable	-	-	-	-	-
Total Current Liabilities	39,087	-	-	39,087	10,895
 <u>Net Assets</u>					
Net Assets (Note 2, 5)	145,631	-	-	145,631	121,430
 TOTAL LIABILITIES AND NET ASSETS	 \$ 184,719	 \$ -	 \$ -	 \$ 184,719	 \$ 132,324

Northeast Deaf and Hard of Hearing Services
Statements of Activities
For the Years Ended June 30, 2013 and 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
<u>Revenue and Support (Note 2, 9)</u>					
Foundation Grants	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 10,000
Government Grants	304,645	-	-	304,645	329,291
Contributions	51,811	-	-	51,811	35,072
Program Revenue	245,373	-	-	245,373	221,279
Referral Fees	52,328	-	-	52,328	56,836
Interest Income	20	-	-	20	29
TOTAL REVENUE AND SUPPORT	<u>679,178</u>	<u>-</u>	<u>-</u>	<u>679,178</u>	<u>652,508</u>
<u>Functional Expenses</u>					
<u>Program Services</u>					
Adult Education	169,158	-	-	169,158	178,434
Outreach	52,281	-	-	52,281	35,935
Referral Services	303,868	-	-	303,868	294,532
TTY - Relay	71,037	-	-	71,037	73,292
<u>Supporting Services</u>					
General & Administrative	53,697	-	-	53,697	55,898
Fund Raising	4,936	-	-	4,936	5,299
TOTAL FUNCTIONAL EXPENSES	<u>654,976</u>	<u>-</u>	<u>-</u>	<u>654,976</u>	<u>643,390</u>
CHANGE IN NET ASSETS (Note 9)	24,202	-	-	24,202	9,118
Net Assets - Beginning of Year	121,430	-	-	121,430	112,312
NET ASSETS - END OF YEAR	<u>\$ 145,632</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 145,632</u>	<u>\$ 121,430</u>

See Accompanying Notes and Auditor's Report

Northeast Deaf and Hard of Hearing Services
Statements of Cash Flows
June 30, 2013 and 2012

	2013	2012
Cash Flows From Operating Activities		
Change in Net Assets	\$ 24,202	\$ 9,118
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	3,541	3,547
Amortization	-	-
(Increase) decrease in accounts receivable	7,418	795
(Increase) decrease in grants receivable	(54,813)	32,549
(Increase) decrease in prepaid expenses	159	(163)
Increase (decrease) in accounts payable	23,226	(11,970)
Increase (decrease) in other accrued liabilities	4,967	(4,788)
Increase (decrease) in payroll taxes	-	(3,255)
	(15,501)	16,716
 Net Cash Provided (Used) by Operating Activities	 \$ 8,700	 \$ 25,834
 Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	-	-
 Cash Flows From Investing Activities		
Proceeds related to fixed asset settlement	0	4,000.00
Acquisition of office equipment & furniture	(1,740.59)	-
	(1,741)	4,000
 Net Cash Provided (Used) by Investing Activities	 (1,741)	 4,000
 NET INCREASE (DECREASE) IN CASH	 \$ 6,960	 \$ 29,834
 CASH AT BEGINNING OF YEAR	 \$ 69,909	 \$ 40,075
 CASH AT END OF YEAR	 \$ 76,869	 \$ 69,909

Northeast Deaf and Hard of Hearing Services
Statements of Functional Expenses
For the Years Ended June 30, 2013 and 2012

	PROGRAM SERVICES						2013		2012	
	Education	Outreach	Referral Services	TTY - Relay	Total Program Services	General & Administrative	Fund Raising	Total Expenses	Total Expenses	
Advertising	\$ -	\$ -	\$ 734	\$ -	\$ 734	\$ 25	\$ -	\$ 759	\$ 656	
Contributions	-	-	-	-	-	275	-	275	-	
Program Expenses	1,263	19,511	51,684	-	72,458	575	3,522	76,555	61,266	
Interpreters Fees	2,351	1,792	36,570	249	40,962	-	-	40,962	44,519	
Printing & Publications	5,820	50	700	-	6,570	600	-	7,170	7,349	
Travel	2,865	971	3,786	1,789	9,411	1,791	-	11,201	11,169	
Personnel Expenses	87,818	11,206	168,349	44,996	312,369	17,367	-	329,736	342,393	
Payroll Taxes	8,761	1,129	11,757	3,483	25,130	1,389	-	26,518	29,328	
Fund Raising Fees	-	-	-	-	-	-	874	874	1,139	
Consulting	1,768	2,380	1,080	-	5,228	-	-	5,228	9,924	
Dues, Subscriptions, Licenses	-	-	-	100	100	330	-	430	494	
Repairs & Maintenance	-	-	2,684	-	2,684	1,066	-	3,749	2,539	
Insurance	13,359	-	1,234	6,629	21,222	15,183	-	36,405	27,498	
Email & Website	3,045	-	-	1,577	4,622	143	-	4,765	5,209	
Referral Fees Expense	680	405	3,130	-	4,215	-	-	4,215	5,445	
Staff Development, Training	10,349	4,088	299	247	14,983	1,121	-	16,104	14,010	
Supplies	3,712	620	1,083	45	5,460	1,581	474	7,515	568	
Telephone, Pagers	857	-	5,981	-	6,838	203	-	7,041	7,151	
Miscellaneous	1,030	10,129	-	-	11,159	1,307	-	12,466	1,997	
Interest/Finance Charges	-	-	-	-	-	400	-	400	-	
Accounting & Legal Services	9,375	-	814	-	10,189	901	-	11,090	11,880	
Rent	16,000	-	13,216	11,710	40,926	3,474	-	44,400	44,400	
Office Expense	105	-	767	213	1,085	2,425	66	3,576	10,909	
Depreciation and Amortization	-	-	-	-	-	3,541	-	3,542	3,547	
TOTAL EXPENSES	\$ 169,158	\$ 52,281	\$ 303,868	\$ 71,037	\$ 596,344	\$ 53,697	\$ 4,936	\$ 654,977	\$ 643,390	

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC

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

Michael Ritter, Chairman, Executive Committee
Campton, NH

Peter Simoneau, Secretary, Executive Committee
Nashua, NH

Vincent Youmatz, Treasurer, Executive Committee
Andover, NH

Eileen Flockhart, Board Member, Auction Chairperson
Exeter, NH

Leanne Weiner, Board Member
Gilmanton, NH

Jeanne Stine, Board Member
Pittsfield, NH

Lisa Gosselin, Board Member
Claremont, NH

Steven Ballou, Board Member
Manchester, NH

All are volunteers.

Up to date curriculum vitae staff who oversees Part B.

Carol Otis, Bookkeeper	\$28,998	(PT)
Kathleen Farrell, Referral Specialist-Part B request	\$29,000	(FT)
Emily Grave, Referral Specialist-Part B-back up	\$33,259	(FT)
Paul Baravello, I&R	\$27,000	(FT)
Susan Wolf-Downes-Executive Director	\$65,500	(FT)

Carol Otis
2 Dunloggin Drive
Merrimack New Hampshire 03054

Current Position:

- Senior Bookkeeper: Northeast Deaf and Hard of Hearing Services, Inc.

Computer Experience:

- QuickBooks
- Word, Excel, Project 2000, Access, Outlook
- Windows 98, 2000, Windows XP Professional
- Pc Internet, E-mail, Blackberry E-mail Device (Rim)

Summary of Qualifications:

- Interpersonal Skills
- Self-motivated
- Detailed orientated
- Held positions of responsibility
- Adapts well to change

Professional Experience:

Bradlees Store Inc.

- Inventory Management and controlled merchandise ordering
- Cash office trainer for district
- Accounts payable
- Accounts receivable
- Data entry
- Payroll distribution clerk
- Managed Cash office, deposited daily receipts, maintained cash reserve for daily operations prepared reports and daily audits for submission to corporate office on a weekly basis.

New England Merchants National Bank of Boston

- Proof Machine Operator
- Settlement clerk General Ledger entries
- Federal Reserve Bank clearinghouse clerk
- Bookkeeper internal accounts
- Research and Development Dept. – problem solving, customer service
- Adjustment clerk between other Boston banks

Education Training:

- High School Diploma – Honor Student
- Associate Degree in Accounting - graduated Magna Cum Laude
- Microsoft Mouse Candidate

Reference on Request

Katherine Farrell

kacie.farrell@comcast.net

11 Stirling Avenue, Hooksett, NH 03106

603-361-7000

Education

Northern Essex Community College, Haverhill, MA **May 2011**
Certificate in American Sign Language Interpreting
Graduated with High Honors, with a final GPA of 3.60

University of New Hampshire, Durham, NH **May 2009**
B.S. Communication Sciences and Disorders
Minor in Deaf and Hard of Hearing Studies
Graduated with Honors

Experience

Massachusetts General Hospital, ASL Interpreter Services **Fall 2010-Spring 2011**
Nine month internship with a nationally certified Sign Language Interpreter totaling approximately 250hrs of related interpreting work. Required observance and knowledge of the Code of Professional Conduct. Observed a variety of interpreted hospital and doctor appointments, with the opportunity to interpret with supervision

Northeast Deaf and Hard of Hearing Services, Concord NH **Fall 2009**
Worked with a Deaf professional in an agency that provides services for Deaf and Hard of Hearing individuals. Was able to learn about the variety of services available, as well as network with members of the Deaf community. Led to volunteering in the Interpreter Referral department.

Manchester Program for the Deaf and Hard of Hearing, NH **Spring 2008**
Interacted with Deaf and hard of hearing individuals from three to eight years of age; as well as with their instructors. Assisted in various classroom activities.

Activities

- Volunteered at the 2011 Deaf Inc. Health Fair in Boston, MA.
- Volunteered at Demand Control-Schema Workshop presented by Robyn Dean, MA, CI/CT in April 2011.
- Volunteered in the Interpreter Referral department at Northeast Deaf and Hard of Hearing Services throughout Spring 2010.
- American Sign Language club at NECC 2009-2011
- UNH American Sign Language Club President 2006-2008
- American Sign Language Teacher's Assistant 2006-2008
- American Sign Language Tutor and Volunteer 2006-2009

Work history

Northeast Deaf and Hard of Hearing Services, Inc., Concord, NH
Emergency Medical Interpreter Services (EMIS) Coordinator (October 2013 – Current)
Coordinate and schedule ASL interpreters for four (4) New Hampshire hospitals to be available from 5pm-8am during the week and 24hrs on weekends and holidays. Maintain and update contracts between hospitals and NDHHS, as well as interpreter contracts. Provide outreach and training for hospitals and interpreters. Keep online schedule of interpreters updated at all times. Document all calls to the program and provide quarterly reports to the hospitals contracted with the program. Act as a secondary on-call interpreter during evening, weekend and holiday hours.

Freelance American Sign Language/English Interpreter (Dec. 2012-Current)
Translate between two languages: American Sign Language (ASL) and English and knowledgeable of cultural norms and values held by Deaf people and those of the mainstream American culture. Formally trained to successfully mediate between two languages and cultures. Certified under the New Hampshire Interpreter Classification System (NHICS) which is a state level certifying agency. Works within the guidelines of professional, ethical conduct as established by the National Registry of Interpreters for the Deaf.

Northeast Deaf and Hard of Hearing Services, Inc., (Dec. 2011-Current) Concord, NH
Referral Specialist. Arranges interpreter and CART services from the list of licensed interpreters provided by the NH Department of Education. Communicates with interpreters about their availability, skills, and preferences. Advocates on behalf of Deaf and Hard of Hearing consumers to make sure they are being provided for under the Americans with Disabilities Act. Maintains records for Deaf and Hard of Hearing consumers, as well as requesting agencies/organizations. Communicates with the accounting department to coordinate billing of referral fees. Maintain lists of interpreters who have met requirements for specific medical offices or hospitals. Act as staff interpreter when appropriate for the Executive Director, last minute interpreter requests, and/or emergency medical requests.

Serendipity Day Spa, (2009) Pembroke, NH
Front Desk Receptionist. Managed the scheduling for all staff. Handled sales, both individual and group parties. Assisted other staff in cleaning and preparing rooms for clients. Assessed incidents and developed solutions to any concerns whether they were staff or client related.

Hayden Sports, (2008-2009) 44 Main Street, Durham, NH
Sales Associate. Promoted products and assisted customers. Handled a cash register, merchandise stocking and maintained store appearance.

Regal Cinema, (2003 to 2006) Hooksett, NH
Customer Service/Sales Associate. Worked in a fast paced and stressful environment with a variety of personalities, both customer and fellow associates. Developed multi-tasking skills and organizational skills. Learned to assess situations and problems in order to provide proper solutions to ensure enjoyable experiences and repeat customers. Balance the daily cash register as well as keep an accurate food inventory.

References available upon request

EMILY K. GRAVES

603-715-2390

ekgraves@gmail.com

- Project Management
- Proposal and Grant Writing Skills
 - Customer Service
- Office/Program Management
- NH Screened and Licensed American Sign Language Interpreter
- Proficient with Microsoft Office Applications and Other Technology

Education

Mount Holyoke College, South Hadley, MA
Bachelor of Arts in May 1999, cum laude
Major: English Minor: Women's Studies

University of New Hampshire Manchester
Bachelor of Sciences in May 2009, summa cum laude
Sign Language Interpreting

Northeast Deaf and Hard of Hearing Services, Inc October 2005-Present
The leading New Hampshire agency for information and services for Deaf and Hard of Hearing people
Lead Interpreter Referral Specialist

- Managing 1500 sign language interpreter and CART provider referral services annually to New Hampshire legal system, hospitals, schools and businesses
 - Redesigned and implemented new system for legal interpreter referrals
- Advocates on behalf of Deaf and Hard of Hearing consumers for rights guaranteed under the Americans with Disabilities Act
- Provides education and information about referral services to the public including in-person presentations, phone consultations and written literature
- Coordinates with multi-state services and funding to meet Deaf consumers' needs
- Maintains interpreter, CART provider, and Deaf community contact information
- Responsible for customer billing, inquiries, and resolution of issues
- Primary agency system administrator for computer network, hardware, and software

New Hampshire Association of REALTORS® August 2004-October 2005
The business, industry and public policy advocate for private property rights in New Hampshire
Member Services Representative

- Provided administrative support to Director of Finance, Education and Administration
- Invoiced realtor® offices and local boards of realtors®, and recorded deposits
- Managed data registration for NHAR annual convention
- Assisted with new realtor® member Orientation and processed paperwork
- Answered phone and website inquiries and managed day-to-day administration

EMILY K. GRAVES

603-715-2390

ekgraves@gmail.com

Coastal AIDS Network

January 2001–February 2003

Midcoast Maine's resource and service organization for those who live with HIV or AIDS.

Office Manager (August 2001 – February 2003)

- Provided administrative services to Executive Director, Business Manager, and Board of Directors
- Launched organization's website, including writing, editing, and researching content
- Edited organization newsletter
- Prepared and submitted press releases, event/activity listing information, and annual report
- Recorded and acknowledged individual donations
- Oversaw maintenance of all office equipment including computer system (hardware and software), laser printers, Xerox machine, and digital camera
- Promoted to office manager in August 2001

Coastal Outright Coordinator (January 2001-February 2003)

- Coordinated social and educational meetings monthly for gay, lesbian, bisexual, transgender, and questioning (GLBTQ) young people
- Interviewed and supervised 8-12 volunteer adult advisors
- Facilitated youth-adult collaborations and conversations during meetings
- Assembled and lead participants in multiple live, one-hour radio shows addressing sexuality on WERU-FM
- Scheduled educational guests and speakers for meetings
- Served as GLBTQ information resource to high school guidance counselors
- Assisted and edited in the development of proposals and grants

Community Involvement

- Registry of Interpreters for the Deaf, Member, 2005 to present, www.rid.org
- Secretary, 2009-present, Mount Holyoke College Class of 1999, www.mhc1999.com
- New Hampshire Registry of Interpreters for the Deaf, www.nhrid.org
 - Member, 2006 to present
 - Student Representative, 2008-2009
 - Secretary, 2009 to 2010
 - Newsletter Editor, 2009 to 2011
- 2006 and 2007 Participant in Breast Cancer 3 Day benefitting Susan G. Komen For the Cure, <http://www.the3day.org>

Paul Baravella

36A West Street Concord, NH 03301 [774-245-1513] silvershamrock43@yahoo.com

Objective:

To maintain a rewarding, productive and consistent position within an organization where I can further my experience with American Sign Language, the interpreting field and the Deaf community. I benefit the organization by being a reliable and compassionate employee.

Education:

Massasoit Community College

2005-2008

Associates Degree Liberal Arts 3.8 GPA

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

Bristol Community College

2008-2009

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

University of New Hampshire Manchester

2009-2012

- Bachelor's Degree in ASL/English Interpretation
- Completed a course in Microsoft Word, Excel and Powerpoint

Computer Skills:

- Efficiently and quickly mastered use of different operating systems including Jordan's Order Management System and Jiffy Lube Purchase Order Systems
- Experienced with Microsoft Windows, Word, PowerPoint, Excel

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
- Selected and packaged customer orders in preparation for delivery
- 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

References:

Susan Wolf-Downes, NDHHS Exec. Dir. 603-224-1850

Jack Petrone, World Wide Enterprises 401-434-3900

Jay Purnell, Employment Manager, Covidien 508-212-3267

Susan Wolf-Downes, MS
Northeast Deaf and Hard of Hearing Services, Inc.
57 Regional Drive , Unit D
Concord, New Hampshire 03301
swolf-downes@ndhhs.org

Executive Director - Northeast Deaf and Hard of Hearing Services, Inc. Manage an organization with a budget of \$650,000.00 that was established in April 2001 to serve the Deaf, Hard of Hearing, Late Deafened and Deaf/Blind communities. Act as liaison with the New Hampshire State Legislature on issues related to the Deaf, Hard of Hearing, Late Deafened, Oral Deaf, Deaf/Blind and individuals who have multiple disabilities in addition to hearing loss. Oversight the centralize organization related to hearing loss issues. Provide advocacy and presentations to state, hospitals, and private agencies to inform them about NDHHS services. Search for funding sources to provide continued financial support for the center. Provide supervision and support for 6 FT staff members, 5 PT part-time and several outsource positions. Plan and oversee community services including but not limited to the following:

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

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 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:

- 2012 St. Mary's School for the Deaf Distinguished Award (June, 2012)
- 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 R.I.T. 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 5th year (my role as a facilitator)
- 1998 Champion Award of the Year - Quota Club District 35
- 1998 Co-chair Allies Conference
- 1994 MSAD Vice President (2 years)
- 1994 NYNEX (now known as Verizon) Chairman's Team Award for Quality
- 1994 Chairperson-Mass. State Association for the Deaf, Interpreter Task Force
- 1990 Woman of the Year - Quota Club District 29

Presenter:

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

References:

Furnished upon request