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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver  
Commissioner

Iain N. Watt  
Interim Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 5, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with Northeast Deaf and Hard of Hearing Services, Inc. (VC#159021-B001), Concord, NH, to continue to provide educational resources and deaf or hard of hearing mentorship activities to families with an infant or young child up to the age of three (3), by exercising a contract renewal option by increasing the price limitation by \$53,000 from \$100,000 to \$153,000 and by extending the completion date from April 1, 2024 to June 30, 2025, effective April 1, 2024 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on August 17, 2022, item #18.

Funds are available in the following account for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-3387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH AND NUTRITION, NEWBORN HEARING**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Program Svc	90004004	\$50,000	\$0	\$50,000
2024	102-500731	Contracts for Program Svc	90004004	\$50,000	\$13,250	\$63,250
2025	102-500731	Contracts for Program Svc	90004004	\$0	\$39,750	\$39,750
			<b>Total</b>	<b>\$100,000</b>	<b>\$53,000</b>	<b>\$153,000</b>

### EXPLANATION

The purpose of this request is for the Contractor to continue to provide deaf and hard of hearing mentorship services to families with an infant or young child, birth to age three (3) who does not pass the newborn hearing screening, is deaf or hard of hearing or is at risk for having hearing loss.

The Contractor provides workshops to early intervention programs across the state at least once a year on the topic of hearing loss, communication technologies and deaf culture. The Contractor offers four types of deaf and hard of hearing mentorship activities, which includes: two virtual panels of deaf and hard of hearing role models annually, home visits with deaf and hard of hearing role models at family request, quarterly play groups, and opportunities to bring stakeholders, hearing loss professionals and families together. The Contractor will also continue to distribute educational materials on social media and the Department's website and publish a quarterly newsletter to be shared with stakeholders and families. Additionally, the Contractor will create a part-time parent support coordinator position to help guide families as they navigate through the newborn hearing system in New Hampshire. This position will provide greater family supports and enhance the program's mentorship activities for eligible families.

Approximately 50 families will be served during State Fiscal Years 2024 and 2025.

The Department will continue monitoring services by ensuring the Contractor:

- Offers mentorship activities, annually to 90% of the families with infants or young children identified by the Department who are suspected of being deaf or hard of hearing.
- Provides documentation about deaf or hard of hearing mentorship activities to families.
- Attends and provides input during Early Hearing and Detection and Intervention Program Quality Improvement Committee meetings and Learning Community meetings.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year and three (3) months of the two (2) years available.

Should the Governor and Council not authorize this request, families with an infant or young child that is deaf or hard of hearing may not receive services to support their child's ability to learn language and meet developmental and educational milestones.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.251, FAIN #H61MC00034.

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

Respectfully submitted,

  
Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Educational Resources and Deaf/Hard of Hearing Mentorship Activities contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Northeast Deaf and Hard of Hearing Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 17, 2022 (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$153,000
3. Modify Exhibit C, Payment Terms, Section 3 to read:
  3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-3 Budget, Amendment #1.
4. Modify Exhibit C-2 Budget by replacing in its entirety with Exhibit C-2 Budget Amendment #1, which is attached here to and incorporated by reference herein.
5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2024 or upon Governor and Council approval, whichever is later.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

2/6/2024

Date

DocuSigned by:

Iain Watt

Name: Iain Watt

Title: Interim Director - DPHS

Northeast Deaf and Hard of Hearing Services, Inc.

2/5/2024

Date

DocuSigned by:

Michelle McConaghy

Name: Michelle McConaghy

Title: Executive Director

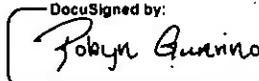
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/7/2024

Date

DocuSigned by:



Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-2 , Amendment #1  
Year 2, SFY24

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Northeast Deaf and Hard of Hearing Services, Inc.

Budget Request for: Deaf/Hard of Hearing Mentorship Activities

Budget Period: Year Two (July 1, 2023 thru June 30, 2024)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Total	Direct	Total	Direct	Total
1. Total Salary/Wages	\$ 24,872.00	\$ 24,872.00	\$ -	\$ -	\$ 24,872.00	\$ 24,872.00
2. Employee Benefits	\$ 3,183.00	\$ 3,183.00	\$ -	\$ -	\$ 3,183.00	\$ 3,183.00
3. Consultants	\$ 12,900.00	\$ 12,900.00	\$ -	\$ -	\$ 12,900.00	\$ 12,900.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 253.00	\$ 253.00	\$ -	\$ -	\$ 253.00	\$ 253.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ 800.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 350.00	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ 350.00
6. Travel	\$ 8,800.00	\$ 8,800.00	\$ -	\$ -	\$ 8,800.00	\$ 8,800.00
7. Occupancy	\$ 5,898.00	\$ 5,898.00	\$ -	\$ -	\$ 5,898.00	\$ 5,898.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 632.00	\$ 632.00	\$ -	\$ -	\$ 632.00	\$ 632.00
Postage	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 559.00	\$ 559.00	\$ -	\$ -	\$ 559.00	\$ 559.00
Insurance	\$ 823.00	\$ 823.00	\$ -	\$ -	\$ 823.00	\$ 823.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
11. Staff Education and Training	\$ 3000.00	\$ 3000.00	\$ -	\$ -	\$ 3000.00	\$ 3000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 63,250.00</b>	<b>\$ 63,250.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,250.00</b>	<b>\$ 63,250.00</b>

DS  
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Contractor: \_\_\_\_\_  
Date: 2/5/2024

Exhibit C-3, Amendment #1  
Year 3, SFY25

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Northeast Deaf and Hard of Hearing Services, Inc.

Budget Request for: Deaf/Hard of Hearing Mentorship Activities

Budget Period: SFY 2025 (July 1, 2024 thru June 30, 2025)

Line Item	Total Program Cost		Contractor Share / Match:		Funded by DHHS contract share	
	Direct	Total	Direct	Total	Direct	Total
1. Total Salary/Wages	\$ 16,288.00	\$ 16,288.00			\$ 16,288.00	\$ 16,288.00
2. Employee Benefits	\$ 1,987.00	\$ 1,987.00			\$ 1,987.00	\$ 1,987.00
3. Consultants	\$ 9,000.00	\$ 9,000.00			\$ 9,000.00	\$ 9,000.00
4. Equipment:						
Rental	\$ 158.00	\$ 158.00			\$ 158.00	\$ 158.00
Repair and Maintenance						
Purchase/Depreciation						
5. Supplies:						
Educational	\$ 200.00	\$ 200.00			\$ 200.00	\$ 200.00
Lab						
Pharmacy						
Medical						
Office	\$ 198.00	\$ 198.00			\$ 198.00	\$ 198.00
6. Travel	\$ 4,770.00	\$ 4,770.00			\$ 4,770.00	\$ 4,770.00
7. Occupancy	\$ 3,696.00	\$ 3,696.00			\$ 3,696.00	\$ 3,696.00
8. Current Expenses:						
Telephone	\$ 398.00	\$ 398.00			\$ 398.00	\$ 398.00
Postage	\$ 159.00	\$ 159.00			\$ 159.00	\$ 159.00
Subscriptions						
Audit and Legal	\$ 318.00	\$ 318.00			\$ 318.00	\$ 318.00
Insurance	\$ 516.00	\$ 516.00			\$ 516.00	\$ 516.00
Board Expenses						
9. Software						
10. Marketing/Communications	\$ 560.00	\$ 560.00			\$ 560.00	\$ 560.00
11. Staff Education and Training	\$ 1500.00	\$ 1500.00			\$ 1500.00	\$ 1500.00
12. Subcontracts/Agreements						
13. Other (specific details mandatory):						
<b>TOTAL</b>	<b>\$ 39,750.00</b>	<b>\$ 39,750.00</b>			<b>\$ 39,750.00</b>	<b>\$ 39,750.00</b>

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 344894

Certificate Number: 0006227306



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Peter Simoneau, hereby certify that:

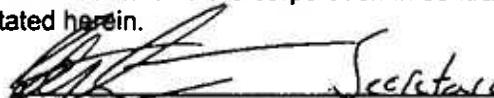
1. I am a duly elected Clerk of Northeast Deaf and Hard of Hearing Services.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 26, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Executive Director Michelle McConaghy is duly authorized on behalf of Northeast Deaf and Hard of Hearing Services to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/21/24

  
Secretary  
\_\_\_\_\_  
Signature of Elected Officer







**NDHHS**

Northeast Deaf and Hard  
of Hearing Services, INC.

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

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### Mission Statement

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

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

Financial Statements  
June 30, 2023 and 2022

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

**Financial Statements  
June 30, 2023 and 2022**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
 of Northeast Deaf and Hard of Hearing Services

### Opinion

We have audited the accompanying financial statements of Northeast Deaf and Hard of Hearing Services (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northeast Deaf and Hard of Hearing Services as of June 30, 2023 and 2022, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Northeast Deaf and Hard of Hearing Services and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Responsibilities of Management for the Financial Statements

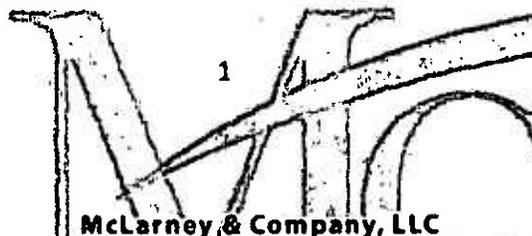
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Northeast Deaf and Hard of Hearing Services' ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

6 Courthouse Lane,  
 Chelmsford, MA 01824  
 Phone: (978) 453-2222  
 Fax: (978) 453-2882



Helping our clients keep more of what they earn.

One Tremont St.  
 Concord, NH 03301  
 Phone: (603) 224-4990  
 Fax: (603) 226-0030

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Northeast Deaf and Hard of Hearing Services' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Northeast Deaf and Hard of Hearing Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated October 6, 2023, on our consideration of Northeast Deaf and Hard of Hearing Services internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northeast Deaf and Hard of Hearing Services' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northeast Deaf and Hard of Hearing Services' internal control over financial reporting and compliance.

***McLarney & Company LLC***

**McLarney & Company, LLC  
Chelmsford, MA  
October 6, 2023**

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Financial Position**  
**For the Years Ended June 30, 2023 and 2022**

**ASSETS**

	June 30, 2023			June 30, 2022		
	Without Donor Restrictions	With Donor Restrictions	2023 Total	Without Donor Restrictions	With Donor Restrictions	2022 Total
<b>Current Assets</b>						
Cash (Note 2, 5)	\$ 275,140	\$ -	\$ 275,140	\$ 329,500	\$ -	\$ 329,500
Certificates of Deposit	200,741	-	200,741	-	-	-
Accounts Receivable (Note 2)	142,819	-	142,819	166,601	-	166,601
Grants Receivable - Current (Note 3, 5)	43,973	-	43,973	72,681	-	72,681
Prepaid Expenses	8,766	-	8,766	7,995	-	7,995
<b>Total Current Assets</b>	<b>671,438</b>	<b>-</b>	<b>671,438</b>	<b>576,777</b>	<b>-</b>	<b>\$ 576,777</b>
<b>Fixed Assets (Note 1)</b>						
Furniture and Fixtures	7,756	-	7,756	7,756	-	7,756
Office Equipment, Computers	54,626	-	54,626	54,626	-	54,626
Software	21,228	-	21,228	21,228	-	21,228
Leasehold Improvements	3,455	-	3,455	3,455	-	3,455
Accumulated Depreciation	(79,822)	-	(79,822)	(69,547)	-	(69,547)
Net Assets	7,243	-	7,243	17,519	-	17,519
Right Of Use Assets	192,483	-	192,483	-	-	-
Less Accumulated Amortization	(40,174)	-	(40,174)	-	-	-
Total right of Use Assets	152,309	-	152,309	-	-	-
<b>Total Fixed Assets, Net</b>	<b>159,553</b>	<b>-</b>	<b>159,553</b>	<b>17,519</b>	<b>-</b>	<b>\$ 17,519</b>
<b>Other Assets</b>						
Deposits	3,000	-	3,000	3,000	-	3,000
<b>Total Other Assets</b>	<b>3,000</b>	<b>-</b>	<b>3,000</b>	<b>3,000</b>	<b>-</b>	<b>3,000</b>
<b>TOTAL ASSETS</b>	<b>\$ 833,991</b>	<b>\$ -</b>	<b>\$ 833,991</b>	<b>\$ 597,296</b>	<b>\$ -</b>	<b>\$ 597,296</b>

**LIABILITIES AND NET ASSETS**

<b>Current Liabilities</b>						
Accounts Payable	\$ 10,122	\$ -	\$ 10,122	\$ 21,111	\$ -	\$ 21,111
Current Portion PPP Loan (Note 8)	-	-	-	-	-	-
Deferred Revenue	56,760	-	56,760	47,000	-	47,000
Accrued Expenses	39,895	-	39,895	27,997	-	27,997
Current Portion Operating Lease Liability	40,366	-	40,366	-	-	-
<b>Total Current Liabilities</b>	<b>147,143</b>	<b>-</b>	<b>147,143</b>	<b>96,108</b>	<b>-</b>	<b>96,108</b>
Long Term Debt (Note 8)	113,667	-	113,667	-	-	-
<b>Total Liabilities</b>	<b>260,810</b>	<b>-</b>	<b>260,810</b>	<b>96,108</b>	<b>-</b>	<b>96,108</b>
<b>Net Assets</b>						
Net Assets (Note 2, 5)	573,181	-	573,181	501,187	-	501,187
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 833,991</b>	<b>\$ -</b>	<b>\$ 833,991</b>	<b>\$ 597,296</b>	<b>\$ -</b>	<b>\$ 597,296</b>

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Activities**  
**For the Years Ended June 30, 2023, and 2022**

	June 30, 2023			June 30, 2022		
	Without Donor Restrictions	With Donor Restrictions	2023 Total	Without Donor Restrictions	With Donor Restrictions	2022 Total
<b>Revenue and Support (Note 2, 9)</b>			#			
Foundation Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government Grants	276,917	-	276,917	280,379	-	280,379
Contributions	10,975	-	10,975	25,292	-	25,292
Program Revenue	663,625	-	663,625	620,454	-	620,454
Referral Fees	94,516	-	94,516	72,327	-	72,327
PPP extinguishment of Debt	-	-	0	160,612	-	160,612
Interest Income	2,326	-	2,326	84	-	84
<b>TOTAL REVENUE AND SUPPORT</b>	<b>1,048,359</b>	<b>-</b>	<b>1,048,359</b>	<b>1,159,148</b>	<b>-</b>	<b>1,159,148</b>
<b>Functional Expenses</b>						
<u>Program Services</u>	847,333	-	847,333	831,097	-	831,097
<u>Supporting Services</u>						
General & Administrative	129,032	-	129,032	158,995	-	158,995
Fund Raising	-	-	-	-	-	-
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>976,364</b>	<b>-</b>	<b>976,364</b>	<b>990,092</b>	<b>-</b>	<b>990,092</b>
<b>CHANGE IN NET ASSETS (Note 9)</b>	<b>71,994</b>	<b>-</b>	<b>71,994</b>	<b>169,056</b>	<b>-</b>	<b>169,056</b>
Net Assets - Beginning of Year	501,187	-	501,187	332,131	-	332,131
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 573,181</b>	<b>\$ -</b>	<b>\$ 573,181</b>	<b>\$ 501,187</b>	<b>\$ -</b>	<b>\$ 501,187</b>

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Cash Flows**  
**For the Years Ended June 30, 2023 and 2022**

	2023	2022
<b>Cash Flows From Operating Activities</b>		
Change in Net Assets	\$ 71,994	\$ 169,056
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
<b>NON Cash Charges (Credits) to Change in Net Assets</b>		
Depreciation & Amortization	11,510	5,945
Gain on extinguishment of debt	-	(160,612)
Allowance for bad debts	(10,994)	43,627
<b>Changes in Working Capital</b>		
(Increase) decrease in Short Term Investments	(200,741)	0
(Increase) decrease in accounts receivable	23,782	(115,935)
(Increase) decrease in grants receivable	28,708	(44,475)
(Increase) decrease in prepaid expenses	(771)	(4,555)
Increase (decrease) in accounts payable	(10,990)	14,969
Increase (decrease) in other accrued expenses	11,897	16,701
Increase (decrease) in deferred revenue	9,760	500
Non Cash Portion of lease expense for operating lease liabilities	1,724	-
	(126,354)	(243,835)
<b>Total adjustments</b>		
Net Cash Provided (Used) by Operating Activities	\$ (54,360)	\$ (74,779)
<b>Cash Flows From Financing Activities</b>		
	-	-
Net Cash Provided (Used) by Financing Activities	-	-
<b>Cash Flows From Investing Activities</b>		
Purchase of fixed assets	-	-
Net Cash Provided (Used) by Investing Activities	-	-
<b>NET INCREASE (DECREASE) IN CASH</b>	\$ (54,360)	\$ (74,779)
<b>CASH AT BEGINNING OF YEAR</b>	\$ 329,500	\$ 404,279
<b>CASH AT END OF YEAR</b>	\$ 275,140	\$ 329,500
<b>Supplemental Cash Flow Disclosures</b>		
Interest Paid	\$ -	\$ -
Income Taxes Paid	\$ -	\$ -
Non Cash PPP Interest Accrual	\$ -	\$ -

**Northeast Deaf and Hard of Hearing Services**  
**Statements of Functional Expenses**  
**For the Years Ended June 30, 2023 and 2022**

	2023					2022			
	Total Program Services	General & Administrative	Fund Raising	Total Expenses		Program Services	Administrati ve	Fund Raising	Total Expenses
Advertising & Media Outreach	\$ 1,036	\$ 179	\$ -	1,215	Advertising & Media Outreach	\$ 1,839	\$ 1,401		\$ 3,240
Contributions	-	-	-	-	Contributions	-			-
Program Expenses	16,132	828	-	16,960	Program Expenses	10,657			10,657
Interpreters Fees	-	-	-	-	Interpreters Fees	-			-
Printing & Publications	-	110	-	110	Printing & Publications	-			-
Travel	58,712	342	-	59,054	Travel	29,703	342		30,045
Personnel Expenses	410,791	58,786	-	469,577	Personnel Expenses	427,729	62,383		490,112
Payroll Taxes	30,358	4,115	-	34,473	Payroll Taxes	32,114	4,367		36,481
Fund Raising Expenses	-	-	-	-	Fund Raising Expenses	-			-
Consulting	202,450	755	-	203,205	Consulting	203,397	7,389		210,786
Dues, Subscriptions, Licenses	69	88	-	157	Dues, Subscriptions, Licenses	-			-
Repairs & Maintenance	-	-	-	-	Repairs & Maintenance	-			-
Insurance	48,949	23,877	-	72,826	Insurance	54,585	11,368		65,953
Email & Website	-	-	-	-	Email & Website	-			-
Referral Fees Expense	-	-	-	-	Referral Fees Expense	-			-
Staff Development, Training	2,037	377	-	2,414	Staff Development, Training	950	100	-	1,050
Supplies	1,835	4,392	-	6,227	Supplies	5,368	2,727		8,095
Telephone, Pagers	6,663	-	-	6,663	Telephone, Pagers	9,508			9,508
Allowance for Bad Debts	2,186	2,205	-	4,391	Bad Debt	0	43,627		43,627
Miscellaneous	466	293	-	759	Miscellaneous	1,776	888		2,664
Interest/Finance Charges	-	-	-	-	Interest/Finance Charges	-			-
Accounting & Legal Services	15,120	15,320	-	30,440	Accounting & Legal Services	8,372	13,408		21,780
Rent & Utilities	47,203	5,694	-	52,898	Rent & Utilities	42,603	5,119		47,722
Office Expense	3,325	160	-	3,485	Office Expense	2,495	236		2,731
Depreciation and Amortization	-	11,510	-	11,510	Depreciation and Amortization		5,640		5,640
<b>TOTAL EXPENSES</b>	<b>\$ 847,333</b>	<b>\$ 129,032</b>	<b>\$ -</b>	<b>\$ 976,364</b>	<b>TOTAL EXPENSES</b>	<b>\$ 831,097</b>	<b>\$ 158,995</b>	<b>\$ -</b>	<b>\$ 990,091</b>

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

**NOTE 1 - NATURE OF THE ORGANIZATION**

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

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

**Net Assets**

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

**Net Assets Without Donor Restrictions** – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

**Net Assets With Donor Restrictions** – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates those resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

**Revenue & Revenue Recognition**

Revenue is recognized when earned. Program service fees and payments under cost reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

A portion of our revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when we have incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statement of financial position.

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

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

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Donated Services and In-Kind Contributions:

Volunteers contribute significant amounts of time to our program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. The Organization records donated professional services at the respective fair values of the services received.

Cash and Cash Equivalents

The organization considers all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents.

Certificates of Deposit:

Certificates of deposits are short term investments which have varying maturities greater than four months. The Organization purchased two different certificates of deposit during the year. The first certificate of deposit was purchased in June 2023 from Merrimack County Savings Bank in the amount of \$100,000 containing a 4.5057% interest rate and matures May 2024. The second certificate of deposit was purchased in June 2023 from Merrimack County Savings Bank in the amount of \$100,000 containing a 4.5057% interest rate and matures May 2024. Since both all certificates of deposit mature in less than twelve months, they are considered short term investments.

Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with the agencies having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be approximately \$ 3,615 and \$55,373 for the years ended June 30, 2023 and 2022 respectively.

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

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

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

The impact of the pandemic may result in a reasonably possibility that estimates will change by a material amount in the near term, however, we are unable to assess these changes, if any, at this point in time.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs approximated \$1,215 and \$3,240 during the years ended June 30, 2023 and 2022, respectively.

Property and Equipment

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

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

Depreciation amounts expensed and reflected in the statements of activities for the fiscal years ended June 30, 2023 and 2022 was \$ 11,510 and \$5,944, respectively. We review the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2023.

Income Taxes

The organization is organized as a nonprofit corporation and has been recognized by the IRS as exempt from federal income taxes under IRC Section 501(c)(3). Thus it qualifies for the charitable contribution deduction under IRC Sections 170(b)(1)(A)(vi). The organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the entities are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. Management has determined that the organization is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

# NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.

## Notes to the Financial Statements

For the Fiscal Years Ended June 30, 2023 and 2022

### Functional Expense Allocation

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Shipping & Handling

All amounts billed to a customer in a sales transaction related to shipping and handling represent revenues earned are reported as revenue/ Costs incurred by the Organization for shipping and handling, including costs paid to third parties are reported as an expense.

### Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

### Pay Check Protection (PPP) Loan

A nongovernmental entity may account for a Paycheck Protection (PPP) loan as a financial liability in accordance with FASB ASC Topic 470, Debt. Under this model, the entity records the cash inflow from the PPP loan as debt and accrues interest at the below market rate. The amount remains a liability until either the loan is partly or wholly forgiven and the debtor has been released or the debtor pays off the loan. If some or all of the loan is forgiven the liability would be reduced and a gain on extinguishment is recognized.

Recently Adopted Accounting Pronouncements: In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which supersedes existing guidance in Topic 840, Leases. The FASB subsequently issued the following additional ASUs, which amend and clarify Topic 842: ASU 2018-01, Land Easement Practical Expedient for Transition to Topic 842; ASU 2018-10, Codification Improvements to Topic 842, Leases; ASU 2018-11, Leases (Topic 842): Targeted Improvements; ASU 2018-20, Narrow-scope Improvements for Lessors; ASU 2019-01, Leases (Topic 842): Codification Improvements; ASU 2020-05, Leases (Topic 842): Lessors-Certain Leases with Variable Lease Payments; and ASU 2021-09, Leases (Topic 842): Discount Rate for Lessees That Are Not Public Business Entities. Topic 842 amends both lessor and lessee accounting with the most significant change being the requirement for lessees to recognize right-to-use (ROU) assets and lease liabilities on the statement of financial position for operating leases. The Organization adopted the leasing standards effective July 1, 2022 using the modified retrospective approach with July 1, 2022 as the initial date of application. The Organization elected to use all available practical expedients provided in the transition guidance. These allowed the Organization to not reassess the identification, classification and initial direct costs of lessor agreements and to use hindsight in lessee and lessor agreements for determining lease term and right-of-use asset impairment. As of July 1, 2022, adoption of Topic 842 didn't result in material adjustments to statement of financial position accounts, Specifically, an increase in operating lease ROU assets of \$192,483 and an increase in other current and long-term liabilities of \$192,483 related to lessee accounting.

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

**NOTE 3 - GRANTS RECEIVABLE**

Grants receivables represent grants for which the donor organization has unconditionally committed to providing funding in the future. Grants receivables are recognized as income on the statement of activities at the time the commitment is made by the donor organization. Grant commitments which will not be received within the next twelve months are reflected as other assets on the statement of financial position. The method of accounting for grants receivable has the effect of creating fluctuations between positive and negative changes in net assets from year to year as reflected on the statement of activities. Grants for which the donor organization places contingencies are recognized as support when the funds are actually received or when the contingency has been satisfied. All grants are expected to be received; therefore, no allowance for doubtful accounts has been established.

**NOTE 4 – ACCOUNTS RECEIVABLE:**

The balance in Accounts receivable at June 30, 2023 and 2022 were as follows:

	<u>2023</u>	<u>2022</u>
Accounts Receivable	\$146,434	\$221,974
Less: Allowance for Doubtful	(3,615)	(55,373)
Net Accounts Receivable	<u>142,819</u>	<u>166,601</u>

**NOTE 5- CONCENTRATION OF CREDIT RISK**

The Organization maintains an operating account at one bank. Operating accounts at an institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization exceeded the federally insured limits throughout the fiscal year. Cash at this institution exceeded Federally insured limits at June 30, 2023 and 2022 by \$25,139 and \$78,895 respectively.

The Organization receives all its revenue from New Hampshire sources. 69% of the Accounts receivable balance is concentrated in the ten largest customers.

**NOTE 6- LEASES**

We lease the company's office space under a long-term non-cancelable operating leases. This lease was renewed in April of 2022 for a five-year period ending on March 31, 2027. The monthly rent under this lease renewal is as follows: \$3,150 for the first two years then \$3,350 per month for the next three-year period. Rent expense for the facility for the years ended June 30, 2022 and 2021 were \$38,200 and \$37,800 respectively.

The Organization also has the following operating leases for office equipment: a copier lease having 60 monthly payments of \$167 which began on June 1, 2022 and matures on April 5, 2027.

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

**NOTE 6- LEASES: CONTINUED**

The weighted-average discount rate is based on the discount rate implicit in the lease. We have elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. We have applied the risk-free rate option to the office facility and office equipment classes of assets. We have elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis. We elected the practical expedient to not separate lease and non-lease components for our facility and equipment leases.

The total lease cost for the years ended June 30, are as follows:

	<u>2023</u>	<u>2022</u>
<b>Operating lease cost:</b>		
Fixed rent expense	\$ 41,624	\$ -
Variable rent expense	-	-
<b>Total Operating Rent Expense</b>	<u>\$ 41,624</u>	<u>-</u>
<b>Lease cost – Cost of sales</b>		
Lease cost – SG&A		
Lease cost – Depreciation and amortization	40,174	-
Lease cost – Interest expense	1,926	-
	<u>                    </u>	<u>                    </u>
<b>Net Lease cost</b>	<u>\$ 42,099</u>	<u>\$ -</u>

Amounts recognized as right-of-use assets related to Operating leases are included in Other Fixed Assets, net in the accompanying statement of financial position, while related lease liabilities are included in Current portion of long-term debt and Long-term debt.

The following summarizes the weighted-average remaining lease term and weight-average discount rate:

	<u>2023</u>	<u>2022</u>
<b>Weighted Average remaining lease term in years:</b>		
Operating Leases	3.75	0.0
<b>Weighted Average Discount Rate:</b>		
Operating Leases	1.10%	0.00%

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

**NOTE 6- LEASES: CONTINUED**

The following is a schedule by years of future minimum rental payments required under operating leases, with terms greater than one year, as of June 30, 2023:

<u>Year ending December 31, 2022</u>	
2024	\$ 40,575
2025	42,375
2026	42,375
2027	31,963
2028	
2029 & Thereafter	
Total Lease Payments	<u>\$ 157,289</u>
Less Interest	<u>(3,255)</u>
Present Value of Lease Liabilities	<u>\$ 154,033</u>

**NOTE 7- FUNCTIONAL EXPENSES**

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

**NOTE 8 – PPP DEBT**

On April 22, 2020, the Organization received loan proceeds in the amount of approximately \$85,032 and on April 1, 2021 received \$74,402 for a total of \$159,434 under the Pay-check Protection Program (“PPP”). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the twenty-four-week period.

The unforgiven portion of the PPP loan is payable over two years and five years respectively at an interest rate of 1%, with a deferral of payments for the first six months, which was accrued for the first loan in the amount of \$1,178. The Organization intends to use the proceeds for purposes consistent with the PPP. The Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan. During the year ended June 30, 2022 the Organization received forgiveness of both loans from the SBA.

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

**Notes to the Financial Statements**

**For the Fiscal Years Ended June 30, 2023 and 2022**

**NOTE 9- LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

<b>Financial Assets at Year end</b>	<b>2023</b>	<b>2022</b>
Cash	\$275,140	\$329,500
Certificates of Deposit	200,741	
Accounts Receivable	142,819	166,601
Grants Receivable	43,973	72,681
<b>Total Financial Assets</b>	<b>662,672</b>	<b>568,782</b>
Less amounts Not available to be used within one year	0	0
<b>Financial assets available to meet general expenditures over the next twelve months</b>	<b>\$662,672</b>	<b>\$568,782</b>

Northeast Deaf and Hard of Hearing Services, Inc. is substantially supported by restricted contractual or grant payments which are all expected to expire within a twelve-month period. Because a contract's or grant's restrictions requires resources to be used in a particular manner or in a future period Northeast Deaf and Hard of Hearing Services, Inc. must maintain sufficient resources to meet those responsibilities. As part of Northeast Deaf and Hard of Hearing Services, Inc. liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. As part of our liquidity management plan, we invest cash in excess of daily requirements in short-term investments, CDs, and money market funds.

**NOTE 10- SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through October 6, 2023, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended June 30, 2023 and none were found.



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

To the Board of Trustees of  
Northeast Deaf and Hard of Hearing Services

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northeast Deaf and Hard of Hearing Services (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 6, 2023.

**Report on Internal Control over Financial Reporting**

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

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

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

**Report on Compliance and Other Matters**

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

**Purpose of This Report**

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

*McLarney & Company, LLC*

McLarney & Company LLC  
Chelmsford, MA 01824  
October 6, 2023

**Board of Directors List**

The governing board of Northeast Deaf and Hard of Hearing consists of Community Members, of which at least fifty-one percent 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.

<b>Co-Chairman</b>	Deborah Bailey Executive Committee  Term Ends: January 2024
<b>Co-Chairman</b>	Vincent Youmatz Executive Committee  Term Ends: October 2024
<b>Treasurer</b>	Larry Farrell Executive Committee  Term Ends: January 2024
<b>Secretary</b>	Peter Simoneau Executive Committee  Term Ends: January 2024
<b>Board Member</b>	Norman Lafond Sr.  Term Ends: October 2024
<b>Board Member</b>	Lori McLaren  Term Ends: January 2024
<b>Board Member</b>	Michael Ritter  Term Ends: October 2024
<b>Board Member</b>	Tina Cook  Term Ends: October 2023
<b>Board Member</b>	Amy Evans  Term Ends: January 2026
<b>Board member</b>	Rickey Persons  Term Ends: January 2025
<b>Board member</b>	Susan Wolf-Downes  Term Ends: October 2024
<b>Board member</b>	Open

## Michelle McConaghy

### Experience

#### Summary:

Experienced Professional with over twenty years assisting individuals with disabilities achieve independence through identifying measurable steps that provide a solid foundation for successful outcomes. Well versed in major legislation including the American with Disabilities Act (ADA), Americans with Disabilities Act Amendments Act (ADAA), Rehabilitation Act, and the Workforce Innovation and Opportunity Act (WIOA). A passionate advocate and evangelist for the disability community that leads by example via a resolute optimism towards life and individual potential.

#### Experience:

##### Executive Director

Northeast Deaf and Hard of Hearing Services

October 2020- Present

Concord, NH, 03301

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

- Develop and direct organizational strategy and services, in conjunction with the board of directors
- Attend various informational/outreach meetings for purposes of disseminating information about NDHHS.
- Engage ongoing communication with various service providers, agencies, businesses, organizations, civic groups and other interested parties.
- Prepare comprehensive budgets.
- Reporting on revenue and expenditures
- Oversee and direct general fundraising activities and grant application and funding Write grants and seek other funding sources.
- Recruit and supervise NDHHS staff and contractors
- Overseeing day-to-day business activities.
- Assess the need and scope of services to be provided.

##### Vocational Rehabilitation Counselor Lead

Washington State Division of Vocational Rehabilitation

April 1999 – September 2020

Seattle, Washington, United States

<https://www.dshs.wa.gov/dvr>

- Provide vocational counseling to assist customers in gaining an understanding of their disabilities, potential impediments to employment, and related issues that must be considered in selecting an employment goal including carrying out a successful Individualized Plan for Employment (IPE). Manage an average caseload of one hundred and ten customers living with a variety of disabilities in order to achieve successful employment outcomes.
- Determine client eligibility for a federally funded vocational program by evaluating and analyzing necessary medical, psychological, social, educational, vocational, and financial information to use for vocational planning.
- Conduct intakes and determine customer's needs to provide or arrange vocational rehabilitation services that include guidance and counseling, assessment, transition from high school to employment required to achieve and maintain employment goals.
- Oversee the delivery of Pre-Employment Transition Services for students with disabilities in order to ensure ED plan adherence. Develop relationships with students, school districts, family members, and government agencies in order to ensure successful career placement.
- Manage expenditures within an allotment of case service funds in excess of \$150,000, for the diagnostic evaluation of the customer or required for the implementation of vocational rehabilitation services identified on the IPE.

- Utilize electronic case management system to conduct all facets of documentation, including current record of vocational rehabilitation services, noting functional limitations, key decisions and activities while an active case.
- Conduct community outreach initiatives through presentations and collaboration with partners and multiple stakeholders.
- Assigns and coaches staff within the office regarding best practices in the delivery of vocational rehabilitation counseling practices, service delivery policies and procedures, case management, and funding approval in the absence of office supervisor.
- Assists in the development of agendas and office meetings along with external presentations to partners and community stakeholders.
- Participate in a committee to coordinate and plan the annual Deaf2Deaf BizTown event:  
<https://vimeo.com/seagomedia/ja-biztown>

**Director**

Pathfinder Transition Network (PTN)

February 1997 – August 1998

Kintersville, Pennsylvania, United States

- Co-founded and managed social service agency incorporating technology-based training for the Deaf and Hard of Hearing individuals. Worked directly with Deaf and Hard of Hearing clients in obtaining and maintaining employment.
- Worked in concert with clients to identify assistive technology and services that helped to remove barriers to work, in addition educated employers in providing accommodations and accessibility awareness.
- Managed internal budget of \$150,000 dollars and secured individual funding for customer needs via external State, Local, and Federal channels.
- Facilitated communication and job skills acquisition with consumers to ensure long term employment success.

**Program Specialist**

Lehigh Valley Community Foundations Inc.

February 1996 – November 1996

Bethlehem, Pennsylvania, United States

<https://www.lehighvalleyfoundation.org>

- Coordinated, facilitated and assisted with medical, behavior programs, appointments, and activities for individuals with disabilities.
- Consistently and accurately maintained client records in compliance with local, state, federal, agency and contractual regulations or requirements
- Assisted with the supervision and management of both client's individual and house financial accounts.
- Supervised and oversaw the staffing support in the homes, working to promote staff cohesion and build staff morale.
- Provided personnel supervision to assigned staff.
- Maintained and sustained positive working relationships with participants' families and friends, vocational program staff, day program staff, DDA Case/Resource Management and other service providers.

**Employment Specialist**

Employment Technology Inc.

February 1990 – April 1994

Doylestown, Pennsylvania, United States

<http://emptech.org>

- Worked directly with an average of fifty individuals with disabilities in obtaining and maintaining employment.
- Interfaced with employers and educated them on the positive impact individuals experiencing disabilities and barriers can have on the workplace.
- Developed thorough knowledge of local, regional, and national labor trends, career openings and search strategies, along with additional resources in order to assist clients in a successful career search.
- Maintained up-to-date case notes detailing the goals of clients and work-related activities.
- Provided job training and supervision to clients at job sites including: performing task analysis, breaking down tasks and teaching new ways to perform them.
- Performed time studies, documented piece rate activity and monitored quality control.
- Worked alongside the disabled customers until they learned to function at an acceptable performance rate.
- Monitored client's behavioral objectives and provided behavioral interventions when necessary.

**Education:**

Bachelor of Social Work: Temple University

Master of Rehabilitation Counseling: University of Kentucky

## **DON BORROR**

**BOOKKEEPER, NDHHS, Present position.** Enter and pay invoices using Quickbooks. Generate and send invoices to customers. Coordinate biweekly payroll process. Receive payments and prepare bank deposits. Reconcile bank accounts monthly.

**NH MUTUAL BANCORP, GL Accts Reconciliation, 2017 to 2021.** Balanced and cleared GL transactions daily, performed month end recons and prepared reports for senior management. Approved invoices for processing by finance staff.

**TOWN OF GOFFSTOWN, Finance Director/Treasurer, 2011 to 2016.** Assisted with budget development, oversaw PR and A/P processes. Coordinated annual financial audits, supervised finance staff of four. Prepared monthly expenditure and revenue reports. Invested town funds in accordance with NH state statutes. Analyzed bank fees and relationships for town.

**STATE OF NH, DRA, Municipal Accounts Auditor, then Asst. Division Director, 1993 to 2011.** Set tax rates for up to 60 NH municipalities, communicated with various town officials, taxpayers, CPA's and attorneys on matters of public fiscal administration. Developed and presented training workshops. Oversaw NH tax collector supervision initiative.

### **RELEVANT SKILLS AND ATTRIBUTES**

Experience with Excel and Word, spreadsheets and documents  
Experience posting transactions, approving invoices, and preparing reports  
Reliable, with good work ethic  
Enjoy working independently with minimal supervision  
Excellent communication and math skills

### **EDUCATION**

Southern NH University, Bachelor of Science, Business Administration  
McIntosh College, Associate in Science, Accounting

**PAMELA D. LOVEJOY**

**EDUCATION**

**Gallaudet University, Washington, D.C.**

Master of Arts, Dual license in Deaf Education and Early Childhood Education

Dec. 2012

Certification: Deaf and Hard of Hearing Infants, Toddlers and Families

Aug. 2012

**College of the Holy Cross, Worcester, MA**

Bachelor of Arts, *Cum Laude*, Psychology, Deaf Studies Certificate

May 2009

**EXPERIENCE**

**Northeast Deaf and Hard of Hearing Services (NDHHS), Concord, NH**

*Education & Resource Center Program Coordinator/ Teacher of the Deaf* July 2017-present

- Collaborate with Family-Centered Early Supports and Services early intervention programs and school districts across NH to provide consultation and direct services, as well as develop contracts for services
- Coordinate NH's Deaf/Hard of Hearing Role Model Program
- Provide oversight for outreach team members within NDHHS's Education & Resource Center
- Complete initial, ongoing and transition to Part B assessments/evaluations
- Participate in IFSP and IEP meetings
- Provide trainings related to working with children who are deaf or hard of hearing

**The Maine Educational Center for the Deaf & Hard of Hearing, Brewer, ME**

*Teacher of the Deaf/Early Childhood and Family Services Consultant* Nov 2014-June 2017

- Provided home visits, specially designed instruction and consultation services to families, their children who are deaf or hard of hearing, ages 0-5, and educational programs
- Participated in IFSP and IEP team meetings
- Collaborated with regional early intervention team members and attended team meetings on a weekly basis
- Completed assessments for eligibility and transition purposes
- Maintained up to date records through a statewide computer data system

**Onslow County Partnership for Children, Jacksonville, NC**

*Early Head Start Home Visitor* July 2013-Oct 2014

- Delivered comprehensive services to low-income families and their children, ages 0-3, as well as expectant families in a home-based setting
- Collaborated with families on a weekly basis to develop and prepare lesson plans for their children
- Partnered with community agencies to provide resources and referrals to families
- Maintained accurate and timely documentation for all services provided
- Planned and facilitated bi-monthly group socialization experiences for children and families

**Davila Day School for the Deaf, San Diego, CA**

*Substitute Teacher*

Jan-April 2013

- Instructed approximately 6-8 deaf/hard of hearing preschool students in a special education program

**California School for the Deaf, Riverside, Riverside, CA**

*Student Teacher*

Fall 2012

- Responsible for full-day planning and teaching of first grade students for a period of 10 weeks
- Developed and supervised activities for children ages 3-18 during the weekly family sign classes

**Montgomery County Infants and Toddlers Program, Montgomery County, MD**

*Intern*

Spring 2012

- Observed weekly home visits, team meetings, assessments and development of an IFSP

**Bridges Public Charter School, Washington, D.C.**

*Student Teacher*

Spring 2012

- Assumed all classroom roles and responsibilities in a preschool setting (ages 3-5)
- Assisted supervising teacher with classroom activities, lessons and plans

**Princeton in Asia Fellowship, Nan, Thailand**

*Teaching Fellow*

June 2009-Feb 2010

- Taught English to over 200 students in northern Thailand, ages 9-11
- Developed weekly lesson plans and materials to provide English instruction to second language learners

**University of Massachusetts Early Intervention and Family Support Program, Worcester, MA**

*Intern*

Spring 2009

- Shadowed a speech and language pathologist on weekly home visits and intakes
- Assisted with weekly playgroups for children ages 0-3 with developmental delays, observing development and writing daily progress reports for each child

**LICENSES/CREDENTIALS**

**State of New Hampshire**

May 2017

- Teacher of the Deaf and Hard of Hearing

**American Sign Language Proficiency Interview (ASLPI), Level 3**

March 2011

## KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.  
(Job descriptions not required for vacant positions.)

### NH Department of Health and Human Services SFY24

**Contractor Name:** Northeast Deaf and Hard of Hearing

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Michelle McConaghy	Executive Director	10.00%	\$8,421
Don Borrer	Bookkeeper	13.20%	\$6,047
Pam Lovejoy	Program Coordinator	24.00%	\$10,404

## KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.  
*(Job descriptions not required for vacant positions.)*

### NH Department of Health and Human Services SFY25

**Contractor Name:** Northeast Deaf and Hard of Hearing

NAME	JOB TITLE	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Michelle McConaghy	Executive Director	6.00%	\$4,885
Don Borrer	Bookkeeper	7.00%	\$3,162
Pam Lovejoy	Program Coordinator	20.00%	\$8,241

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BAC



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES**

Lori A. Shilbette  
Commissioner  
  
Patricia AL. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

July 12, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Northeast Deaf and Hard of Hearing Services, Inc. (VC#159021-B001), Concord, NH, in the amount of \$100,000 to provide educational resources and deaf or hard of hearing mentorship activities to families with an infant or young child who has a suspected or confirmed hearing loss, in order to improve language development for their infant or young child, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through April 1, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023 and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-802010-3387 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF POPULATION AND HEALTH AND COMMUNITY SERVICES, NEWBORN HEARING**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Opr Svc	90004004	\$50,000
2024	102-500731	Contracts for Opr Svc	90004004	\$50,000
			<b>Total</b>	<b>\$100,000</b>

**EXPLANATION**

The purpose of this request is to provide resources for parents of infants and young children who have a suspected or confirmed hearing loss. The Contractor will provide support and education to parents who have recently learned that their child has a suspected or confirmed hearing loss and will connect them with hearing loss professionals and other families with children with hearing loss.

Services will be provided to families identified by the Department with an infant or young child, birth to age three (3) who: does not pass the newborn hearing screening, is deaf or hard of

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

hearing, or is at risk for having hearing loss. Approximately 50 families will be served during State Fiscal Years 2023 and 2024.

It is critical to identify hearing loss as soon as possible to ensure optimal language and cognitive development. The estimated age of diagnosis of hearing loss in infants and young children range from 14 months to around three (3) years. Delay in diagnosis is significant in terms of time lost for rehabilitation and time lost during the optimal period of brain development for language acquisition, spoken or signed, or both. Emerging data from state newborn hearing screening program estimate that congenital hearing loss is two (2) or three (3) per 1,000 live births. The data does not include children who are born with normal hearing but have late-onset or progressive hearing loss. In 2021, there were approximately 27 infants' diagnosed with hearing loss. Since 2020, 11 families have participated in deaf or hard of hearing mentorship activities.

The Contractor will produce and provide educational materials to share on social media and the Department website, revise educational material, and a quarterly newsletter to disseminate to stakeholders and families. The Contractor will host a workshop for early intervention programs across the state, at least annually, on hearing loss, communication modalities and deaf culture. The Contractor will offer four (4) types of Deaf and Hard of Hearing Mentorship Activities, which includes, two (2) virtual panels of deaf and hard of hearing role models, annually, home visits with deaf and hard of hearing role models, per family request, play groups on a quarterly basis, and opportunities to bring stakeholders, hearing loss professionals and families together.

The Department will monitor services by ensuring the Contractor:

- Offers mentorship activities, annually to 90% of the families with infants or young children identified by the Department who are suspected of being deaf or hard of hearing.
- Provides documentation about deaf or hard of hearing mentorship activities to families.
- Attends and provides input during Early Hearing Detection and Intervention Program, Quality Improvement Committee Meetings and Learning Community Meetings.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from April 12, 2022 through May 17, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, families may not receive the opportunity to connect with a deaf mentor who will provide support, access to educational materials and resources that help develop a better understanding of supports needed for hearing loss and support on communication methods. The lack of these services may affect an infant's ability to learn language and meet developmental and educational milestones.

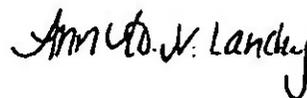
Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.251, FAIN # H61MC00034

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is written in a cursive style with a large, looping final letter.

Lori A. Shibinette  
Commissioner

**New Hampshire Department of Health and Human Services  
Division of Finance and Procurement  
Bureau of Contracts and Procurement  
Scoring Sheet**

Project ID # RFP-2022-DPHS-15-EDUCAProject Title Educational Resources and Deaf/Hard of Hearing Mentorship Activities

	Maximum Points Available	Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS)
<b>Technical</b>		
Experience Working with Covered Populations (Q1)	45	45
Experience with Deaf/Hard of Hearing Mentorship (Q2)	40	39
Experience Working with Audiologists and Early Intervention Service Providers (Q3)	40	38
Plan for Education Materials (Q4)	25	23
Proposed Work Plan (Q5)	25	22
Proposed Staffing Plan (Q6)	25	25
Subtotal - Technical	200	192
<b>Cost</b>		
Budget (Appendix D)	70	70
Program Staff List (Appendix E)	30	30
Subtotal - Cost	100	100
<b>TOTAL POINTS</b>	<b>300</b>	<b>292</b>

**Reviewer Name**

- 1: Courtney Keane
- 2: Sarah Goss
- 3: Suzann Beauregard

**Title**

- Administrator IV
- Program Specialist III
- Nurse Coordinator

Subject: Educational Resources and Deaf/Hard of Hearing Mentorship Activities / RFP-2022-DPHS-15-EDUCA-01

**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****I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
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 05-95-90-902010-3387	1.7 Completion Date 4/1/2024	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Michelle McConaghy</i> Date: 7/22/2022		1.12 Name and Title of Contractor Signatory Michelle McConaghy Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Patricia M. Tilley</i> Date: 7/22/2022		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Aquino</i> On: 7/25/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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

Date 7/27/2022

DS  
mm  
7/27/2022

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
- 8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials

MM

Date

7/22/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT A**

**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

**1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:**

**3.3. The parties may extend the Agreement for up two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.**

**1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:**

**12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.**

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall provide services to families identified by the Department with an infant or young child, birth to age three (3) who:
  - 1.1.1. Does not pass the newborn hearing screening.
  - 1.1.2. Is deaf or hard of hearing.
  - 1.1.3. Is at risk for having hearing loss.
- 1.2. The Contractor shall develop educational materials for the Department's Early Hearing Detection and Intervention (EHDI) Program to distribute to newly identified families who have an infant or young child who would benefit from early intervention to prevent a delay in the development of language. The Contractor shall produce and provide educational materials which includes, but is not limited to:
  - 1.2.1. Sharing educational materials via social media and the NHDHHS website.
  - 1.2.2. Hosting a workshop for early intervention programs across the state, annually.
  - 1.2.3. Producing a quarterly newsletter to disseminate to stakeholders and families.
  - 1.2.4. Updating the NH Deaf and Hard of Hearing Role Model Program brochure.
- 1.3. The Contractor shall ensure educational materials include, but are not limited to the following information:
  - 1.3.1. Hearing loss.
  - 1.3.2. Communication modalities.
  - 1.3.3. Deaf culture.
- 1.4. The Contractor shall ensure that updates to educational materials are conducted, as directed by the Department and include, but are not limited to:
  - 1.4.1. Fact sheets.
  - 1.4.2. Flyers.
  - 1.4.3. Brochures.
  - 1.4.4. Video(s).
- 1.5. The Contractor shall provide Deaf and Hard of Hearing Mentorship Activities, which includes but is not limited to:

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

- 1.5.1. Two (2) virtual panels of deaf and hard of hearing role models, annually.
- 1.5.2. Home visits with deaf and hard of hearing role models, per family request.
- 1.5.3. Play groups on a quarterly basis.
- 1.5.4. A resources fair/picnic to bring stakeholders and families together during the second year of the grant.
- 1.6. The Contractor shall provide deaf or hard of hearing mentorship activities through mentors who:
  - 1.6.1. Meet the requirements listed in Subsection 1.9.1.
  - 1.6.2. Provide supportive interactions by communicating with families, either in person, virtual, or a hybrid model to help foster relationships with families that will support them in the decisions they have made for their infant or young child's communication modality.
  - 1.6.3. Provide, early on when families learn that their infant or young child may be suspected of having a hearing loss, family shared experiences, acceptance and lived experience with the types of tools and methods used.
  - 1.6.4. Work with the family to develop an understanding of the types of supports they need and determine the frequency of visits.
  - 1.6.5. Work with the family utilizing lessons from the SKI-HI Deaf Mentor Curriculum.
  - 1.6.6. Provide peer-to-peer experiential support to families by providing resources, information, and guidance for parents in making decisions on types of language and communication options that might work best with their infant or child.
  - 1.6.7. Provide families with options to access deaf mentors statewide, such as, but not limited to: telecommunication and home visits, etc.
  - 1.6.8. Support the family's decisions on communication method(s) chosen and provide unbiased information and resources on the family's chosen communication method.
- 1.7. The Contractor shall contact the Department at least once (1) a month for referrals for deaf or hard of hearing mentorship supports for infants identified as deaf or hard of hearing.
- 1.8. The Contractor shall provide information to audiologists and early intervention providers about deaf mentorship programs and activities.
- 1.9. The Contractor shall participate in the Department's EHDI Quality Improvement

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

(QI) Committee and Learning Community Meetings that meet at least three (3) times a year and in the Department's Quality Improvement initiatives, as directed by the Department:

**1.10. Staffing and Training**

**1.10.1. The Contractor shall employ at least fifteen (15) mentor(s) who have:**

**1.10.1.1. Successfully passed a criminal background check.**

**1.10.1.2. A bachelor's degree in education or a related field, and four (4) years' professional or paraprofessional experience providing education, sharing resources and supporting families. Each additional year of approved work experience may be substituted for one (1) year of required formal education.**

**1.10.1.3. Fluency in American Sign Language and written English. When contacting a family whose usual language is not English, use of qualified interpreters is required.**

**1.10.1.4. Experience with children ages birth to three (3).**

**1.10.1.5. Experience in deaf culture.**

**1.10.1.6. Sensitivity when addressing complex cultural, emotional and financial issues with families.**

**1.10.1.7. An understanding of the impact of child with hearing loss.**

**1.10.1.8. Completed training provided by the Contractor in confidentiality of information and records pursuant to all state rules and state and federal laws, including but not limited to the Health Information Portability and Accountability Act, and 42 CFR Part 2.**

**1.10.2. New Hires**

**1.10.2.1. The Contractor shall notify the Department in writing within one (1) month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program. A resume of the employee shall accompany the aforesaid notification.**

**1.10.3. Vacancies**

**1.10.3.1. The Contractor shall notify the Department in writing if any critical position is vacant for more than ~~one~~ (1)**

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**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

month, or there is not adequate staffing to perform all the required services for more than one (1) month.

- 1.10.3.2. Before the Contractor hires new program personnel, who do not meet the required staff qualifications, the agency shall notify the Department in writing, requesting a waiver of the applicable staffing requirements. The section may grant waivers based on the need of the program, individuals' experience, and additional training.

**1.11. Reporting**

- 1.11.1. The Contractor shall ensure that any client data included in any report will be de-identified in aggregate format as required by all state rules, and state and federal law.
- 1.11.2. The Contractor shall have contracts in place with any contractor or subcontractor that includes as a requirement of that contract that the contractor or subcontractor ensure through policy and procedures that any client data included in any report will be de-identified and in aggregate format as required by all state rules and state and federal laws, and will not be re-disclosed without express consent of the family or as allowed by state rules, or state and federal laws.
- 1.11.3. The Contractor shall submit annual reports to the Department no later than 90 days following year end by reporting on their Work Plan, Attachment 1, which shall include, but not be limited to:
  - 1.11.3.1. Progress on program activities.
  - 1.11.3.2. Educational Materials developed.
  - 1.11.3.3. Brief narrative identifying barriers experienced by the vendor.
  - 1.11.3.4. Plan to address identified barriers.
- 1.11.4. The Contractor shall annually submit an updated Work Plan, Attachment 1, identifying how performance measures will be achieved.
- 1.11.5. The Contractor shall report the number of Contractor's staff and type of training the staff attended.
- 1.11.6. The Contractor may be required to collect and provide other key data and metrics to the Department including client-level demographic, performance, and service data.

**1.12. Performance Measures**

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**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

1.12.1. The Contractor must ensure 90% of families identified by the Department with infants or young children as being suspected of being deaf or hard of hearing are offered mentorship activities, annually.

1.12.1.1. Goal: Families were offered and provided documentation about deaf or hard of hearing mentorship activities.

1.12.1.2. Definition:

1.12.1.2.1. Numerator: The number of families who were offered and participated in deaf or hard of hearing mentorship activities.

1.12.1.2.2. Denominator: The number of families whose infant was diagnosed with a hearing loss within the past 12 months.

1.12.1.2.3. Data Source: Contractor records that track the scope of work, and Department's EHDl Program Data System.

1.12.1.3. Goal: Ensure the deaf mentor attends and provides input during EHDl Program Quality Improvement meetings and learning community meetings. The Contractor shall attend all meetings.

1.12.1.4. Definition:

1.12.1.4.1. Numeration: The number of scheduled EHDl Program Quality improvement meetings and learning community meetings held within the last 12 months that the family organization participated in.

1.12.1.4.2. Denominator: The number of EHDl Program Quality improvement meetings and learning community meetings held within the last 12 months.

1.12.1.4.3. Data Source: Contractor Records that track this work.

1.12.2. The Contractor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

- 1.12.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.
- 1.12.4. The Department may identify additional expectations for active and regular collaboration, including key performance measures in this contract.

**2. Exhibits Incorporated**

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
  - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
  - 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 3.3. Credits and Copyright Ownership
  - 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement: "The preparation of this (report, document etc.) was financed <sup>by</sup> ~~under~~ an award"

**New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

4.1. The Contractor shall keep records that include, but are not limited to:

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 4.3. Website and Social Media
- 4.3.1. The Contractor agrees that performance of services on behalf of the Department involves using social media or a website to solicit information of individuals, confidential data, or for marketing purposes. The Contractor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT B**

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4.3.2. The Contractor agrees that protected health information (PHI), personal information (PI), or other confidential information solicited either by social media, or the website, and maintained, stored or captured by the Contractor, shall not be further disclosed beyond the scope of what is expressly provided in this Agreement. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit K, the Business Associates Agreement Exhibit, and all applicable state rules and state and federal law. Unless specifically required by this Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

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# ATTACHMENT 1, WORK PLAN

## DEPARTMENT OF HEALTH AND HUMAN SERVICES EDUCATIONAL RESOURCES AND DEAF/HARD OF HEARING MENTORSHIP ACTIVITIES WORKPLAN

AGENCY NAME: Northeast Deaf & Hard of Hearing Services

WORKPLAN COMPLETED BY: Michelle McConaghy

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
1. Program Coordinator's time 2. Executive Director's time 3. Accountant's time 4. Clerical support from ERC's Assistant Program Coordinator 5. Deaf/hard of hearing role models 6. Online platforms (Zoom and Jotforms) 7. Database system to track participation 8. Playgroup space 9. Location for resource fair/picnic	1. Offer two virtual panels of deaf/hard of hearing role models annually 2. Provide 1:1 home visits with deaf/hard of hearing role models per family request 3. Offer a play group on a quarterly basis 4. Host a resource fair/picnic to bring stakeholders and families together during the second year of the grant	<b>Performance Measure #1: Ninety percent (90%) of families identified by the Department with infants or young children as being or suspected of being deaf or hard of hearing are offered and participate in deaf mentorship activities, annually.</b>  <b>Contract Year Target: <u>90%</u></b>  Contract Year: _____  NUMERATOR: N/A  DENOMINATOR: N/A	<b>Goal 1: Families are offered opportunities to participate in deaf mentorship activities annually, including panels, home visits and playgroups.</b> <b>Goal 2: Contact the Department at least once a month for referrals for deaf/hard of hearing mentorship supports.</b> <b>Goal 3: Plan and host a resource fair/picnic</b>
	<b>EVALUATION ACTIVITIES</b>		

**APPENDIX F**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EDUCATIONAL RESOURCES AND DEAF/HARD OF HEARING MENTORSHIP ACTIVITIES  
WORKPLAN**

I. Request families complete satisfaction surveys and modify deaf/hard of hearing mentorship activities per feedback		
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**WORKPLAN PERFORMANCE OUTCOME (To be completed at end of the contract period)**

PM #1

Target Met

Target Not Met

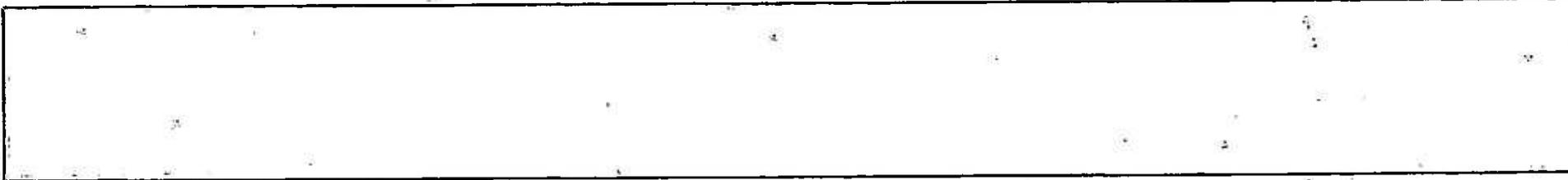
**Narrative:** *Describe any related activities associated with this measure (i.e. what happened during the year)*

**Proposed Improvement Plan (Required if target not met):** *Explain what your agency will do (differently) to achieve target/objective for the following contract period.*

Revised Workplan Attached (Please check if workplan has been revised)

**APPENDIX F**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EDUCATIONAL RESOURCES AND DEAF/HARD OF HEARING MENTORSHIP ACTIVITIES  
WORKPLAN**



INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
<ol style="list-style-type: none"> <li>1. Program Coordinator's time</li> <li>2. Executive Director's time</li> <li>3. Accountant's time</li> <li>4. Clerical support from ERC's Assistant Program Coordinator</li> <li>5. Deaf/hard of hearing role models</li> </ol>	<ol style="list-style-type: none"> <li>1. Attend all of the Department's Quality Improvement meetings on an annual basis.</li> <li>2. Prepare updates to share during the Department's Quality Improvement Meetings.</li> </ol>	<p><b>Performance Measure #2:</b> Attend hundred percent (100%) of the Department's Quality Improvement Meetings, annually</p> <p><b>Contract Year Target:</b> <u>100%</u></p> <hr/> <p>Contract Year: _____</p> <p><b>NUMERATOR:</b></p> <p><b>DENOMINATOR:</b></p>	<ol style="list-style-type: none"> <li>1. Send at least one representative from NDHHS to the Department's Quality Improvement Meetings</li> <li>2. Provide updates on the progress with Educational Resources and deaf/hard of hearing mentorship activities</li> </ol>
<b>EVALUATION ACTIVITIES</b>			

1. Track the number of the Department's meetings to ensure NDHHS has attended all QI meetings annually.
2. Document feedback received from the QI meetings about how to improve the provision of educational resources and deaf/hard of hearing mentorship activities.

**WORKPLAN PERFORMANCE OUTCOME (To be completed at end of the contract period)**

**PM #2:**

Target Met

Target Not Met

**Narrative:** Describe any related activities associated with this measure (i.e. what happened during the year)

**Proposed Improvement Plan (Required if target not met):** Explain what your agency will do (differently) to achieve target/objective for the following contract period.

Revised Workplan Attached (Please check if workplan has been revised)

**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Federal funds, New Hampshire Universal Newborn Hearing Screening Program, as awarded on May 23, 2022, by the U.S. Department of Health and Human Services, Health Resources and Services Administration, Universal Newborn Hearing and Screening, CFDA # 93.251, FAIN # H61MC00034.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement; and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-2 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

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**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT C**

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
  - 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
    - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
  - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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**New Hampshire Department of Health and Human Services  
Educational Resources and Deaf/Hard of Hearing Mentorship Activities**

**EXHIBIT C**

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- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1  
Year 1

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Northeast Deaf and Hard of Hearing Services

Budget Request for: Deaf/Hard of Hearing Mentorship Activities Budget

Period: Year 1 (Date of G&C Approval through June 30, 2023)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Total	Direct	Total	Direct	Total
1. Total Salary/Wages	\$ 20,800.00	\$ 20,800.00	\$ -	\$ -	\$ 20,800.00	\$ 20,800.00
2. Employee Benefits	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
3. Consultants	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 200.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 250.00
6. Travel	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ 6,500.00
7. Occupancy	\$ 4,150.00	\$ 4,150.00	\$ -	\$ -	\$ 4,150.00	\$ 4,150.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00
Postage	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 400.00
Insurance	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ 650.00	\$ 650.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
11. Staff Education and Training	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>	<b>\$ 50,000.00</b>

Indirect As A Percent of Direct

Northeast Deaf and Hard of Hearing Services  
RFP-2022-DPHS-15-EDUCA-01  
Exhibit C-1

Contractor Initials MM  
Date 7/22/2022

Exhibit C-2  
Year 2

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Northeast Deaf and Hard of Hearing Services

Budget Request for: Deaf/Hard of Hearing Mentorship Activities

Budget Period: Year Two (July 1, 2023 thru April 1, 2024)

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct	Total	Direct	Total	Direct	Total
1. Total Salary/Wages	\$ 20,800.00	\$ 20,800.00	\$ -	\$ -	\$ 20,800.00	\$ 20,800.00
2. Employee Benefits	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
3. Consultants	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 200.00
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ 750.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 250.00
6. Travel	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00
7. Occupancy	\$ 4,650.00	\$ 4,650.00	\$ -	\$ -	\$ 4,650.00	\$ 4,650.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00
Postage	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 200.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 400.00
Insurance	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ 650.00	\$ 650.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00
11. Staff Education and Training	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 600.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00

Northeast Deaf and Hard of Hearing Services  
RFP-2022-DPHS-15-EDUCA-01  
Exhibit C-2

Contractor Initials NDH  
Date 7/22/2022

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Vendor Name: Northeast Deaf and Hard of Hearing Services

7/22/2022

Date

DocuSigned by:  
  
 Name: Michelle McConaghy  
 Title: Executive Director



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: northeast deaf and hard of hearing services

7/22/2022

Date

DocuSigned by:  
  
 Name: Michelle McConaghy  
 Title: Executive Director

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New Hampshire Department of Health and Human Services  
Exhibit F

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

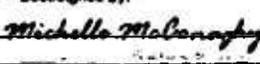
**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Northeast Deaf and Hard of Hearing Services

7/22/2022

Date

DocuSigned by:  
  
 Name: Michelle McConaghy  
 Title: Executive Director

Contractor Initials

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MM

Date 7/22/2022

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: northeast Deaf and Hard of Hearing Services

7/22/2022

Date

DocuSigned by:

*Michelle McConaghy*

Name: Michelle McConaghy

Title: Executive Director

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Northeast deaf and Hard of Hearing Services

7/22/2022

Date

DocuSigned by:

*Michelle McConaghy*

Name: Michelle McConaghy

Title: Executive Director

DS  
*mm*

Contractor Initials

7/22/2022

Date

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

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 and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. 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.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "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.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- 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 notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules 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 any 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

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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 over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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 and Security Rule.
- e. 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 as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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 use and 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.
- g. 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.
- h. 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.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for 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.
- j. 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.
- k. 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 and Security 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.
- l. 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

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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 of 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 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) 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 I. 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 and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security 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 for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security 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, the Privacy and Security Rule.

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Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I 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 this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State by:

*Patricia M. Tilley*

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative  
Director

Title of Authorized Representative

7/22/2022

Date

Northeast Deaf and Hard of Hearing Services

Name of the Contractor

*Michelle McConaghy*

Signature of Authorized Representative

Michelle McConaghy

Name of Authorized Representative

Executive Director

Title of Authorized Representative

7/22/2022

Date

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New Hampshire Department of Health and Human Services  
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services, and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Northeast Deaf and Hard of Hearing Services

7/22/2022

Date

DocuSigned by:

*Michelle McConaghy*

Name: Michelle McConaghy

Title: Executive Director

Contractor Initials

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Date 7/22/2022



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Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- The UEI (SAM.gov) number for your entity is: 3RMT5
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO   YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  X  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

- 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K  
DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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## New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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7/22/2022

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov

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