



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

Lori A. Weaver
Commissioner

Iain N. Watt
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

May 23, 2025

Her Excellency, Governor Kelly A. Ayotte
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), Concord, NH, in the amount of \$106,000 to provide support and services to families of children diagnosed with hearing loss, with the option to renew for up to two (2) additional years, effective July 1, 2025, upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are anticipated to be available in the following account for State Fiscal Years 2026 and 2027, 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.

05-95-90-902010-3387 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	Total Amount
2026	102-500731	Contracts for Prog Svc	90004004	\$53,000
2027	102-500731	Contracts for Prog Svc	90004004	\$53,000
			Total	\$106,000

EXPLANATION

The purpose of this request is to provide direct supports and services for families of children, from birth to age three, who are diagnosed as deaf or hard of hearing. The Contractor will develop and maintain educational materials that include information about available services and facilitate Family Satisfaction Surveys to collect feedback and assess the program's impact with participating families. In addition, the Contractor will provide deaf or hard of hearing mentorship activities to children who are deaf or hard of hearing, peer-to-peer support to families, and information to audiologists and early intervention providers about deaf mentorship programs and activities. The services delivered by the Contractor will help families develop a better understanding of support needed for hearing loss and, communication methods with their child, as well as enhance language and developmental outcomes for children who are diagnosed as deaf or hard of hearing.

Early identification of hearing loss is critical for optimum language development. Delays in hearing loss diagnosis result in lost opportunities for early intervention during the crucial period of brain development for language acquisition from birth to age three. In New Hampshire, approximately 20 to 30 infants are diagnosed with hearing loss each year.

Approximately 60 individuals will be served statewide during State Fiscal Years 2026 and 2027. The Department will monitor services by ensuring:

- At least ninety percent (90%) of families identified by the Department with infants or young children who are or are suspected of being deaf or hard of hearing are offered deaf mentorship activities.
- The Contractor attends all of the Department's Quality Improvement, Language Acquisition Committee, and Learning Community Meetings, annually.
- The Contractor annually submits a progress report on all Work Plan activities.

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 February 6, 2025, through March 21, 2025. 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 of children with hearing loss will lose access to resources and education that support communication with and development of their child and improve child health outcomes.

Area served: Statewide.

Source of Federal Funds: ALN #93.251, FAIN # H6100034.

Respectfully submitted,


Lori A. Weaver
Commissioner

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

Project ID # RFP-2026-DPHS-01-HEARI
Project Title Newborn Hearing Deaf/Hard of Hearing Mentorship Activities

	Maximum Points Available	Northeast Deaf and Hard of Hearing Services, INC.
Technical		
Experience (Q1)	250	250
Ability & Work Plan (Q2)	300	280
Capacity & Staffing (Q3)	200	195
		0
Subtotal - Technical	750	725

If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost		
Vendor Budget	50	42
Staffing Plan	200	200
Subtotal - Cost	250	242
TOTAL POINTS	1000	967

TOTAL PROPOSED VENDOR COST	\$106,000
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<u>Reviewer Name</u>	<u>Title</u>
1 Courtney Keane	Bureau Chief
2 Suzann Beauregard	Follow-up Coordinator
3 Tracy Gassek	EHDI Program Coordinator

Subject: Newborn Hearing Deaf/Hard of Hearing Mentorship Activities (RFP-2026-DPHS-01-HEARI-01)

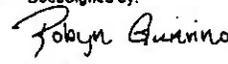
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 Rd Ste 6 Concord, NH, 03301	
1.5 Contractor Phone Number 603-224-1850 Ext. 203	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$106,000
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:  Date: 5/14/2025		1.12 Name and Title of Contractor Signatory Michelle McConaghy Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 5/23/2025		1.14 Name and Title of State Agency Signatory Iain watt Director - DPHS	
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) DocuSigned by: By:  On: 5/23/2025			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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
Newborn Hearing 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, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to 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.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. 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.

A-1.2

Contractor Initials

DB
792791

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must:

- 1.1.1. Provide direct family-to-family and/or adult-to-family support services to families identified by the Department with an infant or young child, from birth to age three (3) who is deaf or hard of hearing.
- 1.1.2. Develop and maintain educational materials that include information about the family-to-family and/or adult-to-family support services, as approved by the Department, for distribution by the Department's Early Hearing Detection and Intervention (EHDI) Program 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.
 - 1.1.2.1. Educational materials must include the following topics:
 - 1.1.2.1.1. Hearing loss.
 - 1.1.2.1.2. Communication modalities.
 - 1.1.2.1.3. Deaf culture.
 - 1.1.2.1.4. Additional educational materials as determined by the Department.
 - 1.1.2.1.5. Fact sheets about deaf and hard of hearing resources.
 - 1.1.2.2. Educational material formats must include the following:
 - 1.1.2.2.1. Fact sheets.
 - 1.1.2.2.2. Flyers.
 - 1.1.2.2.3. Brochures.
 - 1.1.2.2.4. Video(s).
 - 1.1.2.2.5. Websites.
 - 1.1.2.2.6. Social media posts.
 - 1.1.2.2.7. Materials translated upon request by the Department. (ASL, English, Spanish, etc.)
 - 1.1.2.2.8. Any additional formats as determined by the Department.
 - 1.1.2.3. Update educational materials as directed by the Department.
 - 1.1.2.4. Provide deaf or hard of hearing mentorship activities to children birth to age three who are deaf or hard of hearing through mentors who:

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

EXHIBIT B

- 1.1.2.4.1. 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.
- 1.1.2.4.2. Offer families the opportunity to participate in learning about other families' lived experience with hearing loss and help guide them through the supports and services offered in New Hampshire.
- 1.1.2.4.3. Work with the family to develop an understanding of the types of supports they need and determine the frequency of visits.
- 1.1.2.4.4. Provide peer-to-peer support to families by offering resources, information, and guidance to parents making decisions on the types of language and communication options that might work best with their infant or child.
- 1.1.2.5. Contact the Department at least once (1) a month to receive referrals for the deaf or hard of hearing mentorship program.
- 1.1.2.6. Provide information to audiologists and early intervention providers about deaf mentorship programs and activities, through mail, phone calls, emails, in-person, virtual, and hybrid meetings, presentations, and educational materials.
- 1.1.2.7. Record and track case information in the Department's EHDI Program Data System, which includes:
 - 1.1.2.7.1. Families' first date of engagement with the mentorship activities.
 - 1.1.2.7.2. All family engagement activities with the mentorship program.
 - 1.1.2.7.3. Case management notes.
- 1.1.2.8. Provide Information Security and compliance training, or security awareness and compliance training in accordance with state rules and state and federal laws, including but not limited to the Health Information Portability and Accountability Act (HIPAA), and 42 CFR Part 2.
- 1.1.2.9. Provide qualified interpreters to families with English as a second language for all mentorship activities.

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

EXHIBIT B

- 1.1.2.10. Design and implement an annual Family Satisfaction Assessment for families engaged in mentorship activities to evaluate the experiences and satisfaction levels of families serviced through the mentorship process.
 - 1.1.2.11. Ensure that all families enrolled in the mentorship program have an opportunity to complete the Family Satisfaction Survey. The Family Satisfaction Assessment must capture the following information:
 - 1.1.2.11.1. Feedback on the mentorship program's accessibility and effectiveness;
 - 1.1.2.11.2. Input on areas for improvement in program activities and family engagement; and
 - 1.1.2.11.3. Measures the overall satisfaction of the program's impact in meeting the families' needs.
 - 1.1.2.12. Utilize various of methods to collect feedback, including surveys, interviews, or focus groups.
 - 1.1.2.13. Submit the Family Satisfaction Assessment to the Department for review and feedback before implementation.
- 1.1.3. Meetings
- 1.1.3.1. The Contractor must participate in the Department's EHDl Quality Improvement Committee, Learning Community, and Language Acquisition Committee meetings at least three (3) times per year, or as requested by the Department.
 - 1.1.3.1.1. The Contractor must participate in committee project needs as identified by the Department.
 - 1.1.3.1.2. The Contractor must ensure the deaf mentor attends and provides input during all committee meetings.
 - 1.1.3.2. The Contractor must meet with the Department on a monthly basis to provide real-time updates on the status of projects.
- 1.1.4. Staffing and Training
- 1.1.4.1. The Contractor must employ mentor(s) who have:
 - 1.1.4.1.1. Successfully passed a criminal background check as described in Section 1.2.
 - 1.1.4.1.2. 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

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

EXHIBIT B

approved work experience may be substituted for one (1) year of required formal education.

- 1.1.4.1.3. Fluency in American Sign Language and written English.
 - 1.1.4.1.4. Experience working with children from birth to age three (3).
 - 1.1.4.1.5. Experience in deaf culture.
 - 1.1.4.1.6. Sensitivity when addressing complex cultural, emotional and financial issues with families.
 - 1.1.4.1.7. An understanding of the impact of a child with hearing loss.
 - 1.1.4.1.8. 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 (HIPAA), and 42 CFR Part 2.
- 1.1.4.2. The Contractor must ensure they retain a Family Outreach Coordinator throughout the term of this Agreement to provide meaningful engagement and support for families participating in this mentorship program. The Contractor must ensure the Family Outreach Coordinator has:
- 1.1.4.2.1. Successfully passed a criminal background check as described in Section 1.2.
 - 1.1.4.2.2. Experience in deaf culture.
 - 1.1.4.2.3. Experience with children who are deaf or hard of hearing.
 - 1.1.4.2.4. Sensitivity when addressing complex cultural, emotional and financial issues with families.
 - 1.1.4.2.5. An understanding of the impact of a child with hearing loss.
- 1.1.4.3. The Contractor must ensure that the Family Outreach Coordinator collaborates with the Department to identify families participating in deaf mentorship activities.
- 1.1.5. New Hires
- 1.1.5.1. The Contractor must notify the Department in writing within one (1) month of hire when a new administrator, clinical coordinator, mentors, or any staff person essential to carrying out contracted

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services is hired to work in the program. The Contractor must provide the Department with the individual's resume and certificate of completion for HIPAA and confidentiality training.

1.1.6. Vacancies

1.1.6.1. The Contractor must notify the Department in writing if any position is vacant for more than one (1) month, or there is not adequate staffing to perform all required services for more than one (1) month.

1.1.6.2. The Contractor must notify the Department in writing, before hiring new program personnel who do not meet the required staff qualifications, requesting a waiver of the applicable staffing requirements. The Department may grant waivers based on the need of the program, the individuals' experience, and additional training.

1.1.7. Work Plan

1.1.7.1. The Contractor must submit a final Work Plan to the Department for approval no later than 30 days from the Effective Date of this resulting Agreement.

1.1.7.2. The Contractor's Work Plan must include:

1.1.7.2.1. Progress on anticipated program activities.

1.1.7.2.2. Educational materials developed

1.1.7.2.3. Progress on family engagement on social media

1.1.7.2.4. A brief narrative identifying barriers experienced by the Contractor.

1.1.7.2.5. Plan for addressing identified barriers.

1.1.7.3. The Contractor must annually submit an updated Work Plan no later than 30 days following fiscal year end identifying how performance measures will be achieved in the subsequent year

1.1.7.4. The Contractor must develop an Exit Work Plan for children who are deaf or hard of hearing who are over the age of three (3).

1.1.7.5. The Contractor must submit an Exit Work Plan no later than 90 days from the contract end date.

1.1.7.6. The Contractors Exit Work Plan must include the following:

1.1.7.6.1. Progress on continued activities

1.1.7.6.2. Continued playgroups

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- 1.1.7.6.3. Brief narrative identifying barriers experienced by the family
- 1.1.7.6.4. Plans to address identified barriers
- 1.1.7.6.5. Resources families were connected to
- 1.1.7.6.6. Summary on overall progress of the individual/families
- 1.1.7.7. The Contractor must design and implement an Exit Work Plan for families to share with their health care provider and other social support providers when mentorship services are discontinued.
- 1.1.7.8. The Contractor must ensure all families enrolled in the mentorship program have an Exit plan established before services are discontinued. The Exit Work Plan must include:
 - 1.1.7.8.1. Family Satisfaction Assessment results
 - 1.1.7.8.2. Mentorship activities history
 - 1.1.7.8.3. Communication Methods
 - 1.1.7.8.4. Future developmental family goals
 - 1.1.7.8.5. Any additional information families need to provide to their healthcare provider
- 1.1.8. Reporting
 - 1.1.8.1. The Contractor must submit all annual reports no later than 30 days following June 30th, including the following:
 - 1.1.8.1.1. An annual Family Satisfaction Assessment Report
 - 1.1.8.1.1.1. A detailed narrative of mentorship activities, including:
 - 1.1.8.1.1.1.1. Activities offered through the mentorship program.
 - 1.1.8.1.1.1.2. Number of families engaged.
 - 1.1.8.1.1.1.3. Number of mentors engaged.
 - 1.1.8.1.1.1.4. Breakdown of communication modalities offered to families through mentors and/or mentorship activities.
 - 1.1.8.1.1.1.5. Number of home visits completed.
 - 1.1.8.1.1.1.6. Family success stories.

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- 1.1.8.1.1.1.7. Educational materials and social media developed.
- 1.1.8.1.1.1.8. Barriers experienced by the Contractor.
- 1.1.8.1.1.1.9. Plans to address identified barriers.
- 1.1.8.1.1.1.10. The number of Contractor's staff.
- 1.1.8.1.1.1.11. The type of training and number of staff Contractor's staff attended.
- 1.1.8.1.1.1.12. The number of EHDI Program Quality Improvement meetings, Learning Committee, and Language Acquisition Committee meetings held within the last 12 months.
- 1.1.8.1.1.1.13. The number of scheduled EHDI Program Quality Improvement meetings, Learning Committee, and Language Acquisition Committee meetings held within the last 12 months that the family organization participated in.
- 1.1.8.2. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measure:
 - 1.1.8.2.1. 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.
- 1.1.8.3. The Contractor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 1.1.8.4. The Contractor must ensure that any client data is de-identified in aggregate format as required by all state rules, and state and federal law.
- 1.1.8.5. The Contractor must ensure that subcontractors adhere to policies and procedures requiring that any client data 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

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express consent of the family or as allowed by state rules, or state and federal laws.

1.2. Background Checks

1.2.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.2.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.2.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.2.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.3. Confidential Data

1.3.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.3.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.4. Privacy Impact Assessment

1.4.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum,

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the following:

- 1.4.1.1. How PII is gathered and stored;
- 1.4.1.2. Who will have access to PII;
- 1.4.1.3. How PII will be used in the system;
- 1.4.1.4. How individual consent will be achieved and revoked; and
- 1.4.1.5. Privacy practices.

1.4.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.5. Contract End-of-Life Transition Services

1.5.1. General Requirements

1.5.1.1. Upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.5.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.5.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition -of Department data is complete.

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- 1.5.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.5.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.5.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.6. Completion of Transition Services

- 1.6.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.6.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.6.3. Disagreement over Transition Services Results
 - 1.6.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.7. Website and Social Media

- 1.7.1. The Contractor must work with the Department's Communications

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Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.7.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.7.3. State of New Hampshire's Website Copyright

1.7.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must 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 F, Business Associate Agreement, which has been executed by the parties.

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

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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 must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-Contractors>); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-Contractors>).

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 must include the following statement, "The preparation of this (report, document etc.) was financed under an 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 must have prior approval from the Department before printing, production,

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distribution or use.

- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must 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 must 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 must 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 must 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 must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

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

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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 must 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.
- 4.1.4. Medical records on each patient/recipient of 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 must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, NH EHDI Program, as awarded on July 11, 2024, by the HRSA, ALN 93.251, FAIN H6100034.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
 - 2.3. The Indirect Cost Rate for this Agreement as 0%.
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1.
4. The Contractor shall submit an invoice 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 format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3, above.
 - 4.4. Includes supporting documentation with each invoice, including, but not limited to; proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 4.5. Is completed, dated and returned to the Department to initiate payment.
 - 4.6. Is assigned an electronic signature and is emailed to DHHS.DPHS.Contract@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7.,

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Completion Date.

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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 if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 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 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.
 - 8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, 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

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Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

9. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.



New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

-
- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

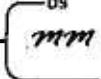
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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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 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 (Agreement) 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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401:2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

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SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: ZDG1BEGHGAB8
2. 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?

NO YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

3. 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 YES

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

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

Name: _____ Amount: _____

Contractor Name: Northeast Deaf and Hard of Hearing Services

5/14/2025
Date: _____

DocuSigned by:
Michelle McConaghy
11A017B05FB4407
Name: Michelle McConaghy
Title: Executive Director

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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

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DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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2. The Contractor must not disclose any Confidential Information in response to a 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.

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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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.).

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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

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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

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/doi/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.

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- 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.
- 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;

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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



New Hampshire Department of Health and Human

Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received; or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including bi

Exhibit F

Business Associate Agreement

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Date



New Hampshire Department of Health and Human

Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
I. For the proper management and administration of the Business Associate;
II. As required by law, according to the terms set forth in paragraph c. and d. below;
III. According to the HIPAA minimum necessary standard;
IV. For data aggregation purposes for the health care operations of the Covered Entity; and
V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy

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New Hampshire Department of Health and Human

Exhibit F

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

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Date 5/14/2025



New Hampshire Department of Health and Human

Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Northeast Deaf and Hard of Hearing Services

The State

Name of the Contractor

DocuSigned by:

Iain Watt

D7788B83F9704C7...

Signature of Authorized Representative

DocuSigned by:

Michelle McConaghy

11A917B05FB4407...

Signature of Authorized Representative

Iain watt

Michelle McConaghy

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

Executive Director

Title of Authorized Representative

Title of Authorized Representative

5/23/2025

5/14/2025

Date

Date

Exhibit F

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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: 0007071041



IN TESTIMONY WHEREOF

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2025

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/Secretary/Officer 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 April 6, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Michelle McConaghy the Executive Director 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: April 23, 2025



Signature of Elected Officer



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

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, 2024 and 2023

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.

Financial Statements
June 30, 2024 and 2023

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McLARNNEY

& COMPANY, LLC

Certified Public Accountants

www.mclarneyco.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Northeast Deaf and Hard of Hearing, Inc

Opinion

We have audited the accompanying financial statements of Northeast Deaf and Hard of Hearing, Inc (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024 and 2023, 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, Inc as of June 30, 2024 and 2023, 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, Inc 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, Inc's 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



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

Helping our clients keep more of what they earn.

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, Inc's 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, Inc's 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 September 24, 2024, on our consideration of Northeast Deaf and Hard of Hearing, Inc 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, Inc's 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, Inc s internal control over financial reporting and compliance.

McLarney & Company LLC

McLarney & Company, LLC
Concord, NH
September 24, 2024

Northeast Deaf and Hard of Hearing Services
Statements of Financial Position
For the Years Ended June 30, 2024 and 2023

ASSETS

	June 30, 2024			June 30, 2023		
	Without Donor Restrictions	With Donor Restrictions	2024 Total	Without Donor Restrictions	With Donor Restrictions	2023 Total
Current Assets						
Cash (Note 2, 5)	\$ 344,494	\$ -	\$ 344,494	\$ 275,140	\$ -	\$ 275,140
Certificates of Deposit (Note 8)	205,767	-	205,767	200,741	-	200,741
Accounts Receivable (Note 2)	161,786	-	161,786	142,819	-	142,819
Grants Receivable - Current (Note 3, 5)	50,392	-	50,392	43,973	-	43,973
Prepaid Expenses	16,679	-	16,679	8,766	-	8,766
Total Current Assets	779,119	-	779,119	671,438	-	\$ 671,438
Fixed Assets (Note 1)						
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	(84,294)	-	(84,294)	(79,822)	-	(79,822)
Net Assets	2,772	-	2,772	7,243	-	7,243
Right Of Use Assets	191,167	-	191,167	192,483	-	192,483
Less Accumulated Amortization	(78,524)	-	(78,524)	(40,174)	-	(40,174)
Total right of Use Assets	112,643	-	112,643	152,309	-	152,309
Total Fixed Assets, Net	115,416	-	115,416	159,553	-	159,553
Other Assets						
Certificates of Deposit (Note 8)	209,727	-	209,727	-	-	-
Deposits	3,000	-	3,000	3,000	-	3,000
Total Other Assets	212,727	-	212,727	3,000	-	3,000
TOTAL ASSETS	\$ 1,107,261	\$ -	\$ 1,107,261	\$ 833,991	\$ -	\$ 833,991

LIABILITIES AND NET ASSETS

Current Liabilities						
Accounts Payable	\$ 24,998	\$ -	\$ 24,998	\$ 10,122	\$ -	\$ 10,122
Refundable Advances	68,013	-	68,013	56,760	-	56,760
Accrued Expenses	43,196	-	43,196	39,895	-	39,895
Current Portion Operating Lease Liability	41,339	-	41,339	40,366	-	40,366
Total Current Liabilities	177,546	-	177,546	147,142	-	147,142
Long Term Lease Liability (Note 8)	71,808	-	71,808	113,668	-	113,668
Total Liabilities	249,355	-	249,355	260,810	-	260,810
Net Assets						
Net Assets (Note 2, 5)	857,907	-	857,907	573,181	-	573,181
TOTAL LIABILITIES AND NET ASSETS	\$ 1,107,261	\$ -	\$ 1,107,261	\$ 833,991	\$ -	\$ 833,991

**Northeast Deaf and Hard of Hearing Services
Statements of Activities
For the Years Ended June 30, 2024 and 2023**

	June 30, 2024			June 30, 2023		
	Without Donor Restrictions	With Donor Restrictions	2024 Total	Without Donor Restrictions	With Donor Restrictions	2023 Total
Revenue and Support (Note 2, 9)						
Government Grants	\$ 304,678	-	\$ 304,678	\$ 269,920	-	\$ 269,920
Contributions	28,787	-	28,787	10,975	-	10,975
Program Service Fees	928,292	-	928,292	670,622	-	670,622
Referral Fees	131,185	-	131,185	94,516	-	94,516
Interest Income	17,566	-	17,566	2,326	-	2,326
TOTAL REVENUE AND SUPPORT	1,410,508	-	1,410,508	1,048,359	-	1,048,359
Functional Expenses						
Program Services	960,333	-	960,333	847,333	-	847,333
Supporting Services						
General & Administrative	165,450	-	165,450	129,031	-	129,031
Fund Raising	-	-	-	-	-	-
TOTAL FUNCTIONAL EXPENSES	1,125,783	-	1,125,783	976,364	-	976,364
CHANGE IN NET ASSETS (Note 9)	284,726	-	284,726	71,994	-	71,994
Net Assets - Beginning of Year	573,181	-	573,181	501,187	-	501,187
NET ASSETS - END OF YEAR	\$ 857,907	\$ -	\$ 857,907	\$ 573,181	\$ -	\$ 573,181

**Northeast Deaf and Hard of Hearing Services
Statements of Cash Flows
For the Years Ended June 30, 2024 and 2023**

	2024	2023
Cash Flows From Operating Activities		
Change in Net Assets	\$ 284,726	\$ 71,994
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
NON Cash Charges (Credits) to Change in Net Assets		
Depreciation & Amortization	6,421	11,510
Allowance for bad debts	-	10,994
Non Cash portion of lease expense for operating leases	40,635	40,174
Repayments of right-of-use lease liabilities- Operating Leases	(43,805)	(38,450)
Changes in Working Capital		
(Increase) decrease in Short Term Investments	(5,026)	(200,741)
(Increase) decrease in Accounts Receivable	(18,967)	23,782
(Increase) decrease in Grants Receivable	(6,420)	28,708
(Increase) decrease in prepaid expenses	(7,913)	(771)
Increase (decrease) in Accounts Payable	14,876	(10,990)
Increase (decrease) in Other Accrued Expenses	3,302	11,897
Increase (decrease) in deferred revenue	11,253	9,760
	(5,645)	(20,127)
Net Cash Provided (Used) by Operating Activities	\$ 279,081	\$ 51,867
Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	-	-
Cash Flows From Investing Activities		
Purchase of Long Term Certificate of Deposit	(209,727)	
Net Cash Provided (Used) by Investing Activities	(209,727)	
NET INCREASE (DECREASE) IN CASH	\$ 69,354	\$ 51,867
CASH AT BEGINNING OF YEAR	\$ 275,140	\$ 223,273
CASH AT END OF YEAR	\$ 344,494	\$ 275,140
Supplemental Cash Flow Disclosures		
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, 2024 and 2023**

	2024			2023				
	Total Program Services	General & Administrative	Fund Raising	Total Expenses	Program Services	Administrati ve	Fund Raising	Total Expenses
Advertising & Media Outreach	\$ 3,300	\$ 109	\$ -	3,409	\$ 1,036	\$ 179	\$ -	\$ 1,215
Program Expenses	7,688	1,038	-	8,726	16,132	828	-	16,960
Printing & Publications	-	-	-	-	-	110	-	110
Travel	70,966	2,132	-	73,098	58,712	342	-	59,054
Personnel Expenses	504,544	49,457	-	554,001	410,791	58,786	-	469,577
Payroll Taxes	37,695	3,783	-	41,479	30,358	4,115	-	34,473
Fund Raising Expenses	-	-	-	-	-	-	-	-
Consulting	252,362	4,370	-	256,732	202,450	755	-	203,205
Dues, Subscriptions, Licenses	281	1,958	-	2,239	69	88	-	157
Repairs & Maintenance	50	-	-	50	-	-	-	-
Insurance	12,716	66,741	-	79,457	48,949	23,877	-	72,826
Staff Development, Training	215	825	-	1,040	2,037	377	-	2,414
Supplies	(1,420)	4,392	-	2,972	1,835	4,392	-	6,227
Telephone, Pagers	11,992	-	-	11,992	6,663	-	-	6,663
Allowance for Bad Debts	-	-	-	-	2,186	2,205	-	4,391
Miscellaneous	1,205	2,784	-	3,989	466	293	-	759
Professional Services	14,232	13,345	-	27,577	15,120	15,320	-	30,440
Rent & Utilities	41,289	5,281	-	46,570	47,204	5,694	-	52,898
Office Expense	3,216	2,813	-	6,029	3,325	160	-	3,485
Depreciation and Amortization	-	6,421	-	6,421	-	11,510	-	11,510
TOTAL EXPENSES	\$ 960,333	\$ 165,450	\$ -	\$ 1,125,783	\$ 847,333	\$ 129,031	\$ -	\$ 976,364

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

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

Program Service Fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing services to their program participants. The services include interpreter services, providing on-call, emergency ASL-English interpretation services, telephone accessibility, educational programs and access to vocational services. Program service fees and payments under cost reimbursable contracts received in advance (Refundable Advances) are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively.

Referral fees are generated by providing services to various hospitals and schools for services that are billed at hourly rates at the time of service.

Government Contract Revenue

The Organization has various contracts with the State of New Hampshire to provide assistance to individuals that are physically disabled, deaf or legally blind. The Organization provides various programs under these contracts. The Organization recognizes revenue as the various services are provided utilizing each contract's specific rate for services, using the accrual method of accounting.

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

At contract inception, once the contract is determined to be within the scope of FASB ASC 606, the Organization evaluates the performance obligations promised in the contract that are based upon the goods and services that will be transferred to the customer and determines whether those obligations are both (i) capable of being distinct and (ii) distinct in the context of the contract. Goods and services that meet these criteria are considered distinct performance obligations. If both these criteria are not met, the goods and services are combined into a single performance obligation. The Organization recognizes the revenue for amount of the transaction price that is allocated to the respective performance obligation when the performance obligation is satisfied.

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.

Contributions: 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. Contributed nonfinancial assets include donated office supplies or equipment and supplies, professional services, and other in-kind contributions which are recorded at the respective fair values of the goods or services received. No significant contributions of such goods or services were received during the years ended June 30, 2024 or 2023.

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.

Notes to the Financial Statements

For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES Continued

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 three months. The organization's short-term Certificates of Deposit have maturity dates that are less than one year from the balance sheet date, while long term Certificates of Deposit have maturity dates greater than one year from the balance sheet date.

Accounts Receivable and Allowance for Credit Losses

Accounts Receivable mainly consists of outstanding referral and program service fees. Customers are typically provided with payment terms of 30 days. Grant receivables consist of unreimbursed expenditures due from either a cost reimbursable contract or unit rate contract through the State of New Hampshire. We have tracked historical loss information for our accounts receivable and compiled historical credit loss percentages for different aging categories (current, 1-30 days past due, 31-60 days past due, 61-90 days past due, and more than 90 days past due). We believe that the historical loss information we have compiled is a reasonable base on which to determine expected credit losses for accounts receivable held at June 30, 2024 because the composition of the accounts receivable at that date is consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses on June 30, 2024, and 2023 was \$3,365 and \$3,615, respectively.

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.

Advertising Costs

Advertising costs are expensed as incurred. Advertising costs approximated \$3,409 and \$1,215 during the years ended June 30, 2024 and 2023, respectively.

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES Continued

Property and Equipment

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

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

Depreciation amounts expensed and reflected in the statements of activities for the fiscal years ended June 30, 2024, and 2023 was \$ 6,421 and \$11,510, 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, 2024.

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) and has been determined not to be a private foundation. 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.

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. 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 based on estimates of time and effort.

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.

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES Continued

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.

Right of Use Leased Assets and Liabilities

Right to use leased assets and the related liabilities are recognized at the lease commencement date and represent our right to use an underlying asset and lease obligations for the lease term. Right to use leased assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. The Organization does not recognize right to use leased assets less than the capitalization limit of \$1,500. Right to use leased assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

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 received or when the contingency has been satisfied. All grants are expected to be received; therefore, no allowance for doubtful accounts has been established.

The balance in Grants receivable at June 30, 2024 and 2023 were as follows:

	2024	2023
Grants Receivable	\$ 50,392	\$ 43,973
Less: Allowance for Doubtful	-	-
Net Grants Receivable	\$ 50,392	\$ 43,973

NOTE 4 – ACCOUNTS RECEIVABLE:

The balance in Accounts receivable at June 30, 2024 and 2023 were as follows:

	2024	2023
Accounts Receivable	\$165,151	\$ 146,434
Less: Allowance for Doubtful	(3,365)	(3,615)
Net Accounts Receivable	\$161,786	\$ 142,819

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 5- CONCENTRATIONS OF CREDIT RISK

The Organization maintains bank accounts at two financial institutions. Bank accounts at each 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 these institutions exceeded Federally insured limits at June 30, 2024 and 2023 by \$258,762 and \$25,139 respectively.

The Organization receives all its revenue from primarily New Hampshire sources. The ten largest customers accounted for approximately 64% and 54% of revenue, while the ten largest accounts receivable balances comprised 75% and 69% of the Accounts receivable balance for the years ended June 30, 2024, and 2023 respectively.

NOTE 6- LEASES

We lease the company's office space under a long-term non-cancelable operating lease. 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, 2024 and 2023 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.

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.

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 6- LEASES: CONTINUED

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

	2024	2023
Operating lease cost:		
Fixed rent expense	\$ 40,604	\$ 41,624
Variable rent expense	-	-
Total Operating Rent Expense	\$ 40,604	-
 Lease cost –		
Lease cost – SG&A		
Lease cost – Depreciation and amortization	39,666	40,174
Lease cost – Interest expense	1,489	1,926
 Net Lease cost	\$ 41,155	\$ 42,099

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:

	2024	2023
Weighted Average remaining lease term in years:		
Operating Leases	2.78	3.75
 Weighted Average Discount Rate:		
Operating Leases	1.10%	1.10%

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, 2024:

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 6- LEASES: CONTINUED

<u>Year ending June 30, 2024</u>	
2025	\$ 42,375
2026	42,375
2027	31,963
2028	
2029& Thereafter	
Total Lease Payments	<u>\$ 116,714</u>
Less Interest	(3,297)
Present Value of Lease Liabilities	<u>\$ 113,417</u>

NOTE 7- REFUNDABLE ADVANCES

Contract liabilities are reported as refundable advances in the accompanying statement of financial position. The Organization has contract liabilities to perform future services for various area hospitals. The activity in these liabilities for the years ended June 30 are shown below:

	<u>2024</u>	<u>2023</u>
Refundable Advances, beginning of year	\$ 56,760	\$ 46,500
Revenue recognized that was included in deferred revenue at the beginning of year	(56,760)	(46,500)
Increase in deferred revenue due to cash received during the year	68,013	56,760
Refundable Advances, end of year	<u>\$ 68,013</u>	<u>\$ 56,760</u>

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 8 – Certificates of Deposit

Certificates of Deposit were comprised of the following:
As of June 30, 2023

Bank	Amount	Rate	Maturity
Merrimack County Savings Bank	\$ 100,370	4.51%	May-24
Merrimack County Savings Bank	100,370	4.51%	May-24
Total Certificates of Deposit	<u>\$ 200,741</u>		

As of June 30, 2024

Bank	Amount	Rate	Maturity
Merrimack County Savings Bank	\$ 104,863	4.65%	Nov-25
Merrimack County Savings Bank	104,863	4.65%	Nov-25
Merrimack County Savings Bank	101,753	4.27%	Mar-25
TD Bank	104,013	5.00%	Sep-24
Total Certificates of Deposit	\$ 415,493		
Less: Short Term CD's	\$ (205,767)		
Long Term Certificates of Deposit	<u>\$ 209,727</u>		

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;

	<u>2024</u>	<u>2023</u>
Cash	\$344,494	\$275,140
Short Term Certificates of Deposit	205,767	\$200,741
Accounts Receivable	161,786	142,819
Grants Receivable	50,392	43,973
Prepaid Expenses	16,679	8,766
Total Financial Assets	779,119	671,438
Less amounts Not available to be used within one year	0	0
Financial assets available to meet general expenditures over the next twelve months	<u>\$779,119</u>	<u>\$671,438</u>

NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC.
Notes to the Financial Statements
For the Fiscal Years Ended June 30, 2024 and 2023

NOTE 9- LIQUIDITY AND AVAILABILITY CONTINUED

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 September 24th, 2024, 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, 2024 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, Inc.

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, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024 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 September 24, 2024.

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, Inc.'s 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, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Northeast Deaf and Hard of Hearing, Inc.'s internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses 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, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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

Concord, NH
September 24, 2024

17

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

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

McLarney & Company, LLC

Helping our clients keep more of what they earn.

Board of Directors List

boardofdirectors@ndhhs.org

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.

Board Member Chair	Vincent Youmatz Executive Committee Term Ends: October 2027
Board Member Vice Chair	Deborah Bailey Executive Committee Term Ends: January 2028
Secretary	Peter Simoneau Executive Committee Term Ends: January 2028
Treasurer	Larry Farrell Executive Committee Term Ends: January 2028
Board Member	Michael Ritter Executive Committee Term Ends: October 2027
Board Member	Rickey Persons Terms Ends: January 2028
Board Member	Susan Wolf- Downes Term Ends: October 2027
Board Member	Amy Evans Term Ends: January 2026
Board Member	Joan Marcoux Term Ends: January 2027

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

- 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

Kintorsville, 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

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

Kara Crumrine

Experience

Northeast Deaf & Hard of Hearing Services, Concord, NH- *Education and Resource Center Assistant Coordinator*

July 2019- Present

- *New Hampshire's Deaf/Hard of Hearing Role Model Program*- provide communication access, resources, support, planning and family engagement during quarterly Deaf and Hard of Hearing Playgroups.
- Support and Supervision of seven ERC staff- bi-weekly meetings, goal setting, district liaison and mediation, contract management, resource sharing and support.
- Early Intervention Services- communication and hearing services to children 0-3 years old with concomitant hearing and vision loss.
- Direct 1:1 communication and environmental access support to Deafblind students with CHARGE Syndrome in the public-school setting.

Independent Contractor, NH- *Licensed American Sign Language Interpreter*

2021-Present

- Medical and Freelance Interpreter for the state of NH's Deaf and Hard of Hearing Consumers

Sunapee Middle High School, Sunapee, NH – *Paraeducator*

May 2017- March 2019

- Direct 1:1 behavior plan intervention and implementation with deaf student with Autism. Taught communication and independent living skills following Individual Educational Plan.

Perkins School for the Blind, Watertown, MA - *DeafBlind Teaching Assistant*

May 2015-June 2017

- Provided direct care and implemented behavioral interventions. Taught communication and independent living skills following Individual Educational Plans

Assorted Boston Theaters, Boston, MA - *ASL Production Assistant*

January 2014 March 2015

- Support staff for four theatrical productions using American Sign Language interpretation
- Research, translation, and backstage interpreter assistant to ASL Coach

Education

University of New Hampshire, Manchester, NH -

Bachelor of Science in American Sign Language/English Interpretation. Magna Cum Laude-2019

University of New Hampshire, Durham, NH

Communication Sciences and Disorders. Deaf and Hard of Hearing Studies-2009-2011

Skills

ASL and Cued Speech, strong passion for community outreach initiatives, comfort and expertise with special needs including children. Excellent interpersonal communication and teamwork skills.

Credentials

Educational Interpreter Performance Assessment- Written Test
New Hampshire Interpreter Classification System (NHICS)

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

BRITTANY NICHOLS

PROGRAM ASSISTANT/OUTREACH COORDINATOR | NORTHEAST DEAF AND HARD OF HEARING SERVICES | MAY 2024 - PRESENT

- Coordinate and market outreach events to engage and strengthen community relations.
- Manages billing processes for multiple school administrative units, area agencies, and independent contractors, ensuring accuracy and timely submissions.
- Provide marketing and administrative support to the Deaf/Hard of Hearing Role Model Program.
- Plan and facilitate a monthly senior citizen group, coordinating presentations, lunch arrangements, and communication with Deaf seniors in the community to ensure accessibility and engagement.
- Organizes and maintains data for incoming inquiries, ensuring efficient response and tracking.
- Manages the Family Sign Language Program, processing referrals, matching families with instructors, and coordinating the initial meeting to ensure a smooth start to the program.

FOOD AND BEVERAGE SERVER | THIRSTY MOOSE TAPHOUSE | JAN 2022 - APRIL 2024

- Carried out complete opening, closing, and shift change duties to keep the restaurant working efficiently and teams ready to meet customer needs.
- Utilized communication practices with kitchen staff to deliver customer meals in a timely manner.
- Explained menu items and suggested appropriate options for food allergy concerns.
- Resolved customer complaints promptly and professionally to maintain a positive reputation.

OPERATIONS MANAGEMENT SPECIALIST | UNITED PARCEL SERVICE | DEC 2020 -AUG. 2022

- Managed operational processes to optimize efficiency and ensure smooth day-to-day activities.
- Applied project management methodologies to identify and address challenges, driving increased team productivity and performance.
- Identified customer issues, analyzing root causes to resolve service complaints and enhance satisfaction.
- Responded promptly and professionally to inquiries and requests from customers, ensuring a positive and informative experience.

Education

A.A. IN AMERICAN SIGN LANGUAGE STUDIES | JUNE 2023 | NORTHERN ESSEX COMMUNITY COLLEGE, HAVERHILL, MASSACHUSETTS

Skills & Abilities

- Effective Communication
- Proficient with POS systems
- Excellent Microsoft Office Suite skills
- Time Management
- Event Planning
- Schedule Coordination

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

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

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Michelle McConaghy	Executive Director	\$4,351	\$88,790
Pam Lovejoy	Program Coordinator	\$9,105	\$43,705
Kara Crumrine	Assistant Program Coordinator	\$3,617	\$54,249
Don Borrer	Bookkeeper	\$2,155	\$38,485
Brittany Nichols	Program Assistant	\$2,600	\$39,000
		\$0.00	\$0.00