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nhcdd
NH Council on Developmental Disabilities

June 4, 2024

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities to enter into a **Sole Source** contract with the Disabilities Rights Center Inc (VC#155196), Concord, NH in the amount of $100,000 to create systems change in the use of exclusionary discipline in targeted school districts through parent education, individual representation and systemic advocacy, effective upon Governor and Council approval for the period July 1, 2025 through June 30, 2027. The source of funds is 100% federal.

Funding is anticipated to be available in account, Council Expenditures, as follows:

	FY 2026	FY 2027
01-97-97-970010-71350000-072-500575-Grants	$50,000	$50,000

EXPLANATION

This request is **Sole Source** due to the specialized knowledge and skills necessary to study and support students with intellectual and developmental disabilities by conducting advocacy and training regarding exclusionary discipline for students with disabilities across New Hampshire utilizing a variety of strategies. Additionally, there were zero responses to the two RFPs posted in the past three years related to meeting our targeted disparity goal. The NH Council on Developmental Disabilities has partnered with the Disabilities Rights Center Inc for several years and has found their skill set and reliability strong.

The New Hampshire Council on Developmental Disabilities was established in 1971, pursuant to the federal Developmental Disabilities Act (DD Act) of 1970. Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost-effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental disabilities and promote systems change that will eliminate obvious disparities in areas such as employment, education, and access to healthcare.

Respectfully submitted,

Isadora Rodríguez-Legendre
Executive Director

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Council on Developmental Disabilities		1.2 State Agency Address 2 1/2 Beacon Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name Disabilities Rights Center Inc		1.4 Contractor Address 64 N. Main Street, Suite 2, 3rd Floor Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-0432 ext 1121	1.6 Account Unit and Class 970010-71350000-072-500575	1.7 Completion Date 6/30/2027	1.8 Price Limitation $100,000
1.9 Contracting Officer for State Agency Isadora Rodriguez-Legendre		1.10 State Agency Telephone Number 603-271-1157	
1.11 Contractor Signature Stephanie Patrick Date: 05/20/25		1.12 Name and Title of Contractor Signatory Stephanie Patrick, Executive Director	
1.13 State Agency Signature Date: 6/2/25		1.14 Name and Title of State Agency Signatory Isadora Rodriguez-Legendre, Administrator III - Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: May 29, 2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials SP
Date 05/20/25

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.

Contractor Initials SP
Date 05/20/25

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.

Contractor Initials SP
Date 8/20/25

Exhibit A

No special provisions added.

Contractor Initials [handwritten initials]
Date 05/20/25

Exhibit B

STATE OF NEW HAMPSHIRE
New Hampshire Council for Developmental Disabilities
2 ½ Beacon Street
Concord, New Hampshire 03301

Date: May 19, 2025

Contractor Agreement

Contract No.: 2025-0001

Vendor: Disability Rights Center - NH
64 North Main Street, Suite 2,
3rd Floor, Concord, NH
03301-4913

Contact Person(s): Isadora Rodriguez-Legendre, MSW
Executive Director
New Hampshire Council on Developmental Disabilities
2 ½ Beacon Street, Ste. 10
Concord, NH 03301-4447

Effective From: July 1, 2025, **Through:** June 30, 2027

Scope of Work:

With this funding, Disability Rights Center - NH (DRC-NH) will conduct advocacy and training regarding exclusionary discipline for students with disabilities across New Hampshire utilizing a variety of strategies:

1. Data Analysis – Using data from the NH Department of Education, US Department of Education and other sources, identify 2-3 school districts where:
   a. Use of exclusionary discipline is disproportionately high
   b. Proportion of students who are people of color, ESL is significant

   This analysis may also include data regarding the use of restraint any seclusion, disability prevalence, calls to DRC-NH for assistance and other data as needed.
2. Analyze the rights of these students in state and federal law.
3. Conduct targeted outreach to parents of students with disabilities and advocacy groups in targeted school districts regarding the rights of students with disabilities who are excluded from school. This may include presentations, articles, media, social media and informal discussions.
4. Provide legal advice to parents of students with disabilities in targeted school districts regarding the educational rights in IDEA and/or Section 504.
5. Provide individual representation to children including due process hearings where appropriate. As part of this representation, prioritize resolutions that involve systemic changes in targeted schools.
6. Identify opportunities for policy or legislative changes to increase the rights of students with disabilities based on legal analysis, and individual cases.

Contractor Initials
Date 05/20/2025

Long-term outcomes of this project will include creating systems change in the use of exclusionary discipline in targeted school districts through parent education, individual representation and systemic advocacy.

Council Support:

The NHCDD will serve as a resource to support the DRC-NH. The DRC-NH may receive calls from the NHCDD staff about outcome and performance measures, public policy issues that relate to this project, products and outreach materials developed with this funding, and project events.

Disclaimer:

The DRC-NH is required to add the following disclaimer on the first page or preface of all documents and webpages produced, all or in part, with Council (ACL) funding.

> *This project was supported, in part with funding provided by the NH Council on Developmental Disabilities under grant number 2501NHSCDD, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.*

Contractor Initials 8P
Date 05/20/2025

Exhibit C

Disability Rights Center
Payment Terms

Payment Terms:

This is a contract for $100,000, at $50,000 per year, if funds are available, and as agreed on by both parties. Total funds are not to exceed $100,000. The funds will be distributed to the DRC in four payments of $12,500 on a quarterly basis, subject to DRC's compliance with the terms and conditions of this agreement. Please see attached budget.

An accounting of the previous payment of $12,500 must be provided before additional payments of $12,500 are made, on a quarterly basis.

A project report will be requested in November of each federal fiscal year.

Along with this accounting of expenditures, an invoice must be completed, signed, and returned to the Developmental Disabilities Council for the beginning of each quarter, to initiate payment. Please mail the invoice to:

Isadora Rodriguez-Legendre, MSW
Executive Director
NH Council on Developmental Disabilities
2 ½ Beacon Street, Ste. 10
Concord, NH 03301-4447

Contractor Initials PP
Date 9/30/2025

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 DISABILITY RIGHTS CENTER - NH INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 23, 1977. 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: **60226**

Certificate Number : **0006774805**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this **13th** day of **August** A.D. **2024**.

David M. Scanlan
Secretary of State

Certificate of Authority by Bylaws

I, Daniel Hebert, **hereby certify** that I am duly elected President of the Board of
(Name)
Directors of Disability Rights Center - NH. I hereby certify the following is a true copy of the
(Name of Non-Profit Organization)

current Bylaws and that the Bylaws authorize the following person or position to bind the

Municipality for contractual obligations: Executive Director.
(List title or position)

I further certify that the following individuals currently hold the office or positions

authorized: Stephanie Patrick, Executive Director.
(List individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on

this certificate as evidence that the person listed above currently occupies the position

indicated and that they have full authority to bind the corporation.

Dated: 5/19/2025 **Attest:** Signed by: Dan Hebert

(Name & Title)

Dan Hebert , Board Chair

DISARIG-01 MFOYE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	23043
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Disability Rights Center - NH, Inc.
64 N Main Street, Suite 2, 3rd Floor
Concord, NH 03301-4971

COVERAGES

CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BZS67095985	12/13/2024	12/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			XWS67095985	12/13/2024	12/13/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information
3A State: NH

CERTIFICATE HOLDER

NH Council on Developmental Disabilities
2 1/2 Beacon Street, Unit 10
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michelle F Foye

ACORD 25 (2016/03)

DISABILITY RIGHTS CENTER - NH

Disability Rights Center – NH, Inc.

Financial Statements

With Schedule of Expenditures of Federal Awards

September 30, 2024 and 2023

and

Independent Auditor's Report

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*

Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance

Schedule of Findings and Questioned Costs

DISABILITY RIGHTS CENTER - NH, INC.
FINANCIAL STATEMENTS
September 30, 2024 and 2023

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VACHON CLUKAY & COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Disability Rights Center – NH, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Disability Rights Center – NH, Inc. (a nonprofit organization), which comprise the statements of financial position as of September 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Disability Rights Center – NH, Inc. as of September 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits 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 the Disability Rights Center – NH, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. 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 the Disability Rights Center – NH, 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 judgement made by a reasonable user based on the financial statements.

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

- Exercise professional judgement 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 the Disability Rights Center – NH, 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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Disability Rights Center – NH, 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.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 20, 2025, on our consideration of Disability Rights Center - NH, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Disability Rights Center – NH, 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 Disability Rights Center - NH, Inc.'s internal control over financial reporting and compliance.

Vachon Clukay & Company PC

Manchester, New Hampshire
February 20, 2025

DISABILITY RIGHTS CENTER - NH, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash	$ 425,622	$ 293,930
Cash, restricted	85,089	121,528
Investments	1,411,008	1,471,678
Grants and contracts receivable	285,911	226,055
Accounts receivable	-	11,000
Prepaid expenses	41,446	36,656
TOTAL CURRENT ASSETS	2,249,076	2,160,847
PROPERTY AND EQUIPMENT:		
Leasehold improvements	10,000	10,000
Furniture and equipment	17,849	17,849
	27,849	27,849
Less accumulated depreciation	(27,849)	(26,889)
PROPERTY AND EQUIPMENT, NET	-	960
OTHER NONCURRENT ASSETS:		
Operating lease right-of-use assets, net	181,098	72,767
Deposits	7,410	7,410
TOTAL OTHER NONCURRENT ASSETS	188,508	80,177
TOTAL ASSETS	$ 2,437,584	$ 2,241,984
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 9,360	$ 17,661
Accrued payroll and benefits	76,794	71,206
Other liabilities	13,430	12,254
Deposits held for others	84,789	121,528
Lease liability	78,898	72,767
TOTAL CURRENT LIABILITIES	263,271	295,416
NONCURRENT LIABILITIES:		
Lease liability	102,200	
TOTAL NONCURRENT LIABILITIES	102,200	-
TOTAL LIABILITIES	365,471	295,416
NET ASSETS:		
Without donor restrictions:		
Undesignated	931,926	858,460
With donor restrictions:		
Purpose restrictions	1,071,354	1,026,441
Time restrictions	68,833	61,667
TOTAL NET ASSETS	2,072,113	1,946,568
TOTAL LIABILITIES AND NET ASSETS	$ 2,437,584	$ 2,241,984

See notes to financial statements

DISABILITY RIGHTS CENTER - NH, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended September 30, 2024 and 2023

	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Contributions	$ 17,688	$ 25,023
Government grants and contracts	1,699,584	1,617,076
Legal fees	-	11,000
Miscellaneous income	3,233	1,042
Interest and dividends, net	51,820	21,747
Realized gains on investments	4,998	5,604
Unrealized gain (loss) on investments	77,081	36,774
In-kind donations	3,000	12,750
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	1,857,404	1,731,016
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	169,448	129,281
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	169,448	129,281
TOTAL REVENUES AND OTHER SUPPORT WITHOUT DONOR RESTRICTIONS	2,026,852	1,860,297
EXPENSES:		
Program services	1,828,930	1,723,288
Management and general	116,886	72,311
Fundraising and development	7,570	4,862
TOTAL EXPENSES	1,953,386	1,800,461
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	73,466	59,836
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Government grants and contracts	143,000	159,500
Legal fees	78,527	21,776
Net assets released from restrictions	(169,448)	(129,281)
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	52,079	51,995
CHANGE IN NET ASSETS	125,545	111,831
NET ASSETS, OCTOBER 1	1,946,568	1,834,737
NET ASSETS, SEPTEMBER 30	$ 2,072,113	$ 1,946,568

See notes to financial statements

DISABILITY RIGHTS CENTER - NH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended September 30, 2024

	Program Services											Total Program Services	Management and General	Fundraising	Total
	PADD	PAIMI	PATBI	PAVA	PAIR	PAAT	PABRP	PABSS	PAPH	Special Education / COVID	Contracts				
SALARIES AND RELATED EXPENSES:															
Salaries and wages	$ 258,312	$ 376,721	$ 40,036	$ 100,091	$ 254,518	$ 32,767	$ 61,392	$ 78,625	$ 37,625	$ 3,175	$ 15,621	$ 1,258,883	$ 83,498	$ 4,738	$ 1,347,119
Payroll taxes	19,314	28,143	2,986	7,411	19,003	2,442	4,580	5,774	2,852	194	1,178	93,877	6,210	358	100,445
Employee benefits	38,219	52,491	6,172	14,603	35,625	4,627	8,993	12,791	3,806	424	1,594	179,345	5,850	518	185,713
	315,845	457,355	49,194	122,105	309,146	39,836	74,965	97,190	44,283	3,793	18,393	1,532,105	95,558	5,614	1,633,277
OTHER EXPENSES:															
Recruitment	238	322	34	79	223	27	64	56	48	-	-	1,091	69	3	1,163
Client costs	241	1,452	-	-	74	-	-	276	-	-	328	2,371	88	-	2,459
Travel	1,846	4,053	2,093	965	431	78	3,801	160	36	-	-	13,463	519	1	13,983
Conferences	3,228	3,399	492	827	1,390	492	2,125	1,015	-	-	-	12,968	527	-	13,495
Community Outreach education	5,573	3,848	700	3,157	1,389	622	525	1,626	2,830	2,627	4,669	27,566	5,593	794	33,953
Space	5,337	6,266	173	2,363	4,078	450	1,394	1,173	193	-	-	21,427	1,239	62	22,728
Telephone	734	863	108	193	638	94	1,331	149	76	-	-	4,186	203	6	4,395
Cable and web hosting	565	729	78	215	527	57	163	139	90	-	-	2,563	155	7	2,725
Office supplies	2,705	3,338	380	982	2,429	290	1,025	662	389	2	-	12,202	835	63	13,100
Office equipment	1,343	1,343	336	806	940	336	806	806	-	-	-	6,716	245	-	6,961
Postage	351	450	46	141	315	33	186	82	51	-	-	1,655	104	233	1,992
Library	3,966	5,057	533	1,453	3,639	398	1,119	959	637	-	-	17,761	1,066	49	18,876
Membership dues	2,821	3,455	390	1,079	2,075	334	864	824	225	-	-	12,067	1,194	18	13,279
Systems maintenance	4,067	4,506	501	1,449	2,433	376	1,059	942	194	-	-	15,527	788	47	16,362
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	960	-	960
Insurance	1,976	2,553	275	752	1,848	200	573	487	318	-	-	8,982	542	25	9,549
Accounting	7,107	9,388	927	3,057	5,429	604	2,286	1,701	1,073	1	80	31,653	1,866	434	33,953
Advisory council	-	883	-	-	-	-	-	-	-	-	-	883	32	-	915
Board expense	206	213	21	57	92	21	50	50	-	-	-	710	33	-	743
Professional fees	7,678	4,422	431	752	1,280	431	764	764	-	253	6,068	22,843	612	-	23,455
In-kind advertising	-	-	-	-	-	-	-	-	-	-	3,000	3,000	-	-	3,000
Lease expense	16,626	21,949	2,834	6,055	15,873	1,713	4,917	4,181	3,043	-	-	77,191	4,658	214	82,063
Total	$ 382,453	$ 535,844	$ 59,546	$ 146,487	$ 354,249	$ 46,392	$ 98,017	$ 113,242	$ 53,486	$ 6,676	$ 32,538	$ 1,828,930	$ 116,886	$ 7,570	$ 1,953,386

See notes to financial statements

DISABILITY RIGHTS CENTER - NH, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended September 30, 2023

	Program Services														
	PADD	PAIMI	PATBI	PAVA	PAIR	PAAT	PABRP	PABSS	PAPH	Special Education / COVID	Contracts	Total Program Services	Management and General	Fundraising	Total
SALARIES AND RELATED EXPENSES:															
Salaries and wages	$ 233,843	$ 373,049	$ 31,144	$ 132,580	$ 168,719	$ 20,924	$ 82,297	$ 63,970	$ 35,245	$ 53	$ 23,035	$ 1,164,859	$ 46,114	$ 2,514	$ 1,213,487
Payroll taxes	17,496	27,925	2,328	9,886	12,653	1,566	6,145	4,734	2,662	4	1,746	87,145	3,451	189	90,785
Employee benefits	34,298	53,470	5,236	18,427	23,560	3,386	13,891	10,700	2,836	7	1,468	167,279	6,259	277	173,815
	285,637	454,444	38,708	160,893	204,932	25,876	102,333	79,404	40,743	64	26,249	1,419,283	55,824	2,980	1,478,087
OTHER EXPENSES:															
Recruitment	266	413	36	143	180	27	81	58	50	-	-	1,254	48	4	1,306
Client costs	567	1,173	-	-	1,795	111	-	-	-	208	-	3,854	81	-	3,935
Travel	788	4,131	761	2,338	732	5	3,051	189	4	-	44	12,043	318	7	12,368
Conferences	4,023	4,168	575	2,166	1,683	575	1,948	4,254	3	-	-	19,395	504	-	19,899
Community Outreach education	2,897	3,427	374	3,179	1,340	303	438	788	221	1	6,401	19,369	5,055	1,106	25,530
Space	6,620	8,955	792	3,179	3,962	491	2,366	1,599	933	1	-	28,898	1,085	55	30,038
Telephone	887	1,074	118	298	589	92	1,363	175	82	-	-	4,678	151	5	4,834
Cable and web hosting	619	835	72	303	369	44	226	146	90	-	-	2,704	103	5	2,812
Office supplies	2,950	3,892	339	1,484	1,563	221	1,208	712	426	1	16	12,812	526	24	13,362
Office equipment	972	1,185	142	306	478	127	303	276	166	-	-	3,955	117	1	4,073
Postage	422	567	49	205	262	32	161	105	62	-	-	1,865	74	111	2,050
Library	4,086	5,468	477	2,023	2,442	291	1,447	947	590	2	-	17,773	676	35	18,484
Membership dues	2,883	3,594	362	1,252	1,623	296	973	812	209	-	-	12,004	990	12	13,006
Systems maintenance	272	346	30	130	151	18	94	62	32	-	-	1,135	43	3	1,181
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	1,000	-	1,000
Insurance	1,771	2,422	209	870	1,184	131	654	423	266	1	-	7,931	301	16	8,248
Accounting	7,315	8,749	697	2,895	4,122	514	2,715	1,650	556	27	-	29,240	1,155	269	30,664
Advisory council	-	900	-	-	-	-	-	-	-	-	-	900	23	-	923
Board expense	540	628	56	148	243	57	133	133	22	-	-	1,960	131	-	2,091
Professional fees	7,668	2,543	12	3,218	71	7	66	33	9	21,398	4,886	39,911	1,492	97	41,500
In-kind advertising	-	-	-	-	-	-	-	-	-	-	12,750	12,750	-	-	12,750
Lease expense	15,937	21,560	1,907	7,652	9,537	1,183	5,695	3,850	2,248	5	-	69,574	2,614	132	72,320
Total	$ 347,120	$ 530,474	$ 45,716	$ 192,682	$ 237,258	$ 30,401	$ 125,255	$ 95,616	$ 46,712	$ 21,708	$ 50,346	$ 1,723,288	$ 72,311	$ 4,862	$ 1,800,461

DISABILITY RIGHTS CENTER - NH, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2024 and 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 125,545	$ 111,831
Adjustments to Reconcile Increase (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Net unrealized (gain) loss on investments	(77,081)	(36,774)
Depreciation	960	1,000
Amortization of right-of-use assets	80,127	68,417
Changes in assets and liabilities:		
Grants and contracts receivable	(59,856)	(22,783)
Accounts receivable	11,000	(11,000)
Prepaid expenses	(4,790)	(1,059)
Accounts payable	(8,301)	2,703
Accrued payroll and benefits	5,588	2,130
Other liabilities	1,176	1,510
Deposits held for others	(36,739)	59,035
Lease liability	(80,127)	(68,417)
Net Cash Provided (Used) by Operating Activities	(42,498)	106,593
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments	(1,009,938)	(392,140)
Sale of investments	1,147,689	-
Net Cash Provided (Used) for Investing Activities	137,751	(392,140)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	95,253	(285,547)
Cash and cash equivalents, beginning of year	415,458	701,005
Cash and cash equivalents, ending of year	$ 510,711	$ 415,458
Non-Cash Supplemental Disclosures:		
In-kind donations received	$ 3,000	$ 12,750
In-kind expenses	$ (3,000)	$ (12,750)
Right-of-use assets obtained in exchange for lease obligation:		
Operating lease	$ 188,458	$ 141,184
Supplemental Disclosure of Cash Flow Information:		
Operating cash outflows from operating leases	$ (75,920)	$ (72,320)

See notes to financial statements

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Disability Rights Center – NH, Inc. (the Entity) was organized in 1978 and protects, advances, and strengthens the legal rights and advocacy interests of all people with disabilities. The Entity is the designated Protection and Advocacy system for the State of New Hampshire on behalf of individuals with disabilities.

The Entity has the following programs:

Protection and Advocacy for Individuals with Developmental Disabilities (PADD) is administered by the U.S. Department of Health and Human Services through the Administration for Community Living. The objective of this program is to protect and advocate for the legal and human rights of individuals with developmental disabilities, thus becoming independent, productive, and integrated members of their communities.

Protection and Advocacy for Individuals with Mental Illness (PAIMI) is administered by the U.S. Department of Health and Human Services through the Substance Abuse and Mental Health Services Administration. The objective of this program is to protect and advocate for the rights of individuals with mental illness, to include investigating reported incidents of abuse and neglect, and serious injury and deaths that may occur in public and private care and treatment facilities.

Protection and Advocacy for Traumatic Brain Injury (PATBI) is administered by the U.S. Department of Health and Human Services through the Administration for Community Living. The objective of this program is to improve access to health and other services for individuals with traumatic brain injury and their families and to enhance the recovery, independence, and quality of life of persons with brain injury through advocacy for legal rights.

Protection and Advocacy for the Help America Vote Act (PAVA) is administered by the U.S. Department of Health and Human Services through the Administration for Community Living. The objective of this program is to ensure full participation in the electoral process for individuals with disabilities through advocacy for education, training, and technical assistance.

Protection and Advocacy of Individual Rights (PAIR) is administered by the U.S. Department of Education through the Office of Special Education and Rehabilitative Services. The objective of this program is to protect and advocate for the legal and human rights of individuals with disabilities who are ineligible for advocacy services from other protection and advocacy programs, such as PADD or PAIMI, or the Client Assistance Program (CAP) administered by the State.

Protection and Advocacy for Assistive Technology (PAAT) is administered by the U.S. Department of Health and Human Services through the Administration for Community Living. The objective of this program is to assist in the acquisition, utilization, or maintenance of assistive technology or assistive technology services for individuals with disabilities.

Protection and Advocacy for Beneficiaries with Representative Payees (PABRP) is administered by the Social Security Administration. The objective of this program is to conduct periodic onsite reviews of Representative Payees. In addition, the Entity will also conduct educational visits and conduct reviews based on allegations they receive of payee misconduct.

Protection and Advocacy for Beneficiaries of Social Security (PABSS) is administered by the Social Security Administration. The objective of this program is to provide information on vocational rehabilitation and employment services and advocate for beneficiaries with disabilities who need to secure, maintain, or reestablish gainful employment.

Expanding Public Health Workforce with Disability Networks (PAPH) is administered by the U.S. Department of Health and Human Services through the Administration for Community Living. The objective of this program is to help ensure that people with disabilities have the services and supports they need to stay healthy and safe in the community. Additionally, to expand the capacity and capability of the public health workforce to meet the unique needs of people with disabilities.

Special Education and Covid-19 Law Project (SPECIAL) is funded by a variety of sources including NH Charitable Foundation, Granite United Way, Endowment for Health, and the Barr Foundation. This project is solely focused on protecting the educational rights of children with disabilities who have been affected by the Covid-19 pandemic through individual representation, system advocacy and public policy work.

IOLTA Educational Grant from the New Hampshire Bar Association to inform the public about the civil rights of institutionalized people and to develop a facility monitoring database.

The IOLTA grant award received from the New Hampshire Bar Association provides general operating support for attorneys working on behalf of individuals with disabilities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to non-profit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Adoption of Accounting Standards

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses (Topic 326)*. The objective of Topic 326 is to provide useful information for decision making, by considering expected credit losses on financial instruments. It requires financial assets which are measured on an amortized cost basis to be presented at the net amount expected to be collected. The adoption of Topic 326 did not have a material impact on the Entity's statements of financial position, statements of activities, or the statements of cash flows.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Entity. These net assets may be used at the discretion of management and the Board of Directors.

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 that 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.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Recognition of Contributions and Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. 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 support is recognized. All other donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, 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.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and cash equivalents consists of demand deposits, cash on hand, and restricted cash, which are required to be kept in a separate bank account, and all highly liquid investments with a maturity of 90 days or less.

	2024	2023
As presented on the Statements of Financial Position:		
Cash	$ 425,622	$ 293,930
Cash, restricted	85,089	121,528
	$ 510,711	$ 415,458

Restricted Cash

Restricted cash consists of amounts set aside for future use, including partner litigation funds.

Investments

Investments, which consist of certificates of deposit, mutual funds, money market accounts, and equities, are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest income, realized and unrealized gains and losses, less external investment expenses.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Entity's policy is to capitalize expenditures for equipment and major improvements with a cost in excess of $5,000 and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Leasehold improvements	10
Furniture and equipment	5-10

Depreciation expense was $960 and $1,000 for the years ended September 30, 2024 and 2023, respectively.

Deposits Held for Others

Deposits held for others consist of funds that are held for the express purpose of third-party individuals and organizations and are therefore not available to support the Entity's own programs.

Compensated Absences

Employees of the Entity working full-time are entitled to paid time off. Vacation time is earned from the first day of work. A maximum of 6 weeks can be earned based on years of service while 5 days can be carried over and accumulated to the next year. Accumulated vacation time is payable upon termination of employment with proper notice. The Entity accrues accumulated vacation wages accordingly.

Leases

The Entity leases office space and a copier. The determination of whether an arrangement is a lease is made at the lease's inception. Under ASC 842, a contract is (or contains) a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. Control is defined under the standard as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use (ROU) assets and an operating lease liability on the statements of financial position.

ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments. Operating lease ROU assets and liabilities are recognized at the lease commencement date based on the present value of the future minimum lease payments over the lease term. The operating lease did not provide an implicit interest rate; therefore the Entity has elected to use the risk-free borrowing rate based on the information available at the lease commencement date in determining the present value of the lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

Donated Services, Materials and Facilities

The Entity recognizes in-kind revenue and expense for discounts received on professional services provided to the Entity. The value of these professional services is recognized based on the value of the discount received. In-kind revenue and expense for advertising for the years ended September 30, 2024 and September 30, 2023 were $3,000 and $12,750, respectively, and are included in the statements of activities.

The Entity also benefits from volunteer time and effort. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. The Entity's cost allocation method is based on actual direct hours worked. Direct costs which can be specifically identified to a program are charged directly. For expenses which all programs benefit, expenses are charged based on the proportion of direct hours worked in each program. Salaries, payroll taxes, and certain payroll benefits are allocated biweekly based on advocacy staff time directly allocated to the program. Other payroll benefits are allocated monthly based on each employee's time spent working on a specific program. Time not directly identifiable to a program is allocated proportionally using the average of advocacy staff time from the previous 12 weeks. All other costs are allocated monthly based on advocacy staff time.

Credit Losses

The Entity uses the allowance method for accounting for credit losses. Accounts receivable consist of noninterest-bearing amounts due from services and programs. The allowance for uncollectible accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. No allowance for credit losses has been recorded as of September 30, 2024 and 2023, because management believes that all outstanding accounts receivable are fully collectible. No amounts were recognized as credit loss expense for the years ended September 30, 2024 and 2023.

Revenue and Revenue Recognition

The Entity recognizes contributions and miscellaneous revenue when cash is received. Investment income is recognized monthly when received. The Entity recognizes revenue from legal fees based on time and effort when the measurable performance is completed.

The Entity also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Entity has incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as revenue with donor restrictions and amounts not yet received but already awarded are recorded as grants and contracts receivable.

The Entity recognizes a minor portion of its revenue from contracts with customers. The Entity has a contract with the State of New Hampshire to provide services for a supporting decision-making initiative across the State. Revenue is recognized as services are provided in an amount the Entity expects to be entitled to in exchange for services provided. For the year ended September 30, 2023, $50,000 of such revenue has been recognized as government grants and contracts on the statements of activities.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for any exempt function income. In addition, the Entity is not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of September 30, 2024 and, accordingly, does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash and equivalents, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for any financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

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.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Entity will strive to maintain, at a minimum, 6 months of operating expenses in reserve. Any use of the reserve for operating expenses, causing the Entity to maintain less than 6 months of operating expenses in reserve must be approved by the Board of Directors. For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Entity considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Entity's financial assets as of September 30, 2024 and 2023, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor and other restrictions or internal board designations. In the event of an unanticipated liquidity need, the Entity also could draw upon $150,000 of its available line of credit, as further discussed in Note 6.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use and internal board designations, within one year of the statement of financial position date, comprise the following:

	2024	2023
Cash and equivalents	$ 425,622	$ 293,930
Investments	1,411,008	1,471,678
Grants and contracts receivable	285,911	226,055
Accounts receivable	-	11,000
Total Financial Assets	2,122,541	2,002,663
Less:		
Net assets with donor restrictions	(1,140,187)	(1,088,108)
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 982,354	$ 914,555

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. The bank balances may, at times, exceed federally insured limits. The Entity has not experienced any losses on such accounts. At September 30, 2023 the Entity's cash was uninsured in the amount of $40,072, and fully insured at September 30, 2024.

NOTE 4—INVESTMENTS

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. The Entity reports under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 – Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to our assessment of the quality, risk, or liquidity profile of the asset or liability.

Following is a description of the valuation methodologies used for assets measured at fair value.

Money market funds, mutual funds, and equities: Valued at the closing price reported on the active market on which the individual securities are traded.

Certificates of Deposit: Valued at acquisition cost plus accrued interest which approximates fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Entity believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table sets forth by level, within the fair value hierarchy, the Entity's assets at fair value:

Assets at Fair Value as of September 30, 2024	Level 1	Level 2	Total
Money market funds	$ 10,690		$ 10,690
Mutual funds	507,755		507,755
Equities	248,718		248,718
Certificates of deposit	-	$ 643,845	643,845
Total assets at fair value	$ 767,163	$ 643,845	$ 1,411,008

Assets at Fair Value as of September 30, 2023	Level 1	Level 2	Total
Money market funds	$ 12,757		$ 12,757
Mutual funds	462,443		462,443
Equities	203,315		203,315
Certificates of deposit	-	$ 793,163	793,163
Total assets at fair value	$ 678,515	$ 793,163	$ 1,471,678

NOTE 5—GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at September 30, 2024 and 2023:

	2024	2023
PADD	$ 46,153	$ 27,708
PAIMI	48,720	49,178
PATBI	5,069	5,469
PAVA	21,348	14,874
PAIR	17,734	19,896
PAAT	3,253	3,258
PAPH	-	6,439
PABRP	21,689	11,989
PABSS	20,945	9,244
IOLTA	101,000	69,750
Other	-	8,250
	$ 285,911	$ 226,055

NOTE 6—LINE OF CREDIT

The Entity has an available line of credit with its primary bank for up to $150,000. The interest rate is at the bank's prime rate plus 1.75%. The interest rate at September 30, 2024 and 2023 was 9.00% and 9.50%, respectively. No amounts have been drawn on the line of credit and there was no outstanding balance due as of September 30, 2024 or 2023.

NOTE 7—RETIREMENT PLAN

The Entity operates a 401(k)-retirement plan as a benefit for all eligible employees. Employees age 18 or older who have completed six months of service are eligible to contribute to the plan. The Entity contributes 2.5% of employees' salaries to the plan in the month following one year of service. In addition, eligible employees may make contributions to the plan through elective salary deferrals or after-tax contributions and the Entity will match these employee contributions up to 5%, as determined by a matching schedule based on years of service, at a rate of 50%, 75% or 100%. All employer contributions are vested according to service years. Employer contributions to the plan for the years ended September 30, 2024 and 2023 totaled $69,749 and $61,315, respectively.

NOTE 8—NET ASSETS

Net assets with donor restrictions as of September 30, 2024 and 2023 represent contributions whose use has been limited by the donors as to purpose and future time periods and are as follows:

	2024	2023
Subject to expenditure for specified period:		
IOLTA	$ 68,833	$ 61,667
Subject to expenditure for specified purpose:		
Other contracts	-	400
Supportive Decision Making	-	29,788
Special Education project	392	13,820
IOLTA Educational	18,296	-
PAIMI	880,519	863,661
PABSS	118,772	118,772
PADD	53,375	-
	1,071,354	1,026,441
Total Net Assets With Donor Restrictions	$ 1,140,187	$ 1,088,108

NOTE 9—REVENUE FROM CONTRACTS WITH CUSTOMERS

The Entity has adopted Accounting Standards Update (ASU) No. 2014-09 *Revenue from Contracts with Customers (Topic 606)*, as amended as management believes the standard improved the usefulness and understandability of the Entity's financial reporting.

The following table provides information about the balances of receivables, contract assets, and contract liabilities associated with contracts with customers for the years ended September 30, 2024 and 2023:

	Receivables	Contract Assets	Contract Liabilities
September 30, 2024	$ -	$ -	$ -
September 30, 2023	$ -	$ -	$ 6,294

NOTE 10—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenue is fees and grants received directly from the federal government. During the years ended September 30, 2024 and 2023, the Entity recognized revenue of $1,695,325 (81.5%) and $1,610,104 (84.2%), respectively, from fees and grants from governmental agencies. Revenue is recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. Other support originates from other program services, contributions and investment income.

NOTE 11—LEASES

The Entity has two operating leases, one for office space and one for an office copier. The Entity was renting the office space under a previous lease which the renewal option expired in July 2024. A new lease agreement was entered into, which will terminate October 2026. Rental payments are fixed and payable monthly. During the year ended September 30, 2024, the Entity entered into a 63-month lease for copier equipment.

The following additional information is deemed relevant and useful as the Entity has two operating leases as of September 30, 2024 and 2023.

	2024	2023
Weighted-average remaining lease term	2.37 years	1.0 years
Weighted-average discount rate	3.93%	3.98%

The maturities of the lease liability as of September 30, 2024 are as follows:

Year Ended September 30,	Operating
2025	$ 84,617
2026	86,457
2027	10,943
2028	4,079
2029	4,079
Less: Interest	(9,077)
Present Value of Lease Liability	$ 181,098

The following summarizes the line items in the statements of activities which include the components of lease expense and costs for the years ended September 30, 2024 and 2023:

	2024	2023
Operating lease expense included in program services, management and general, and fundraising expenses	$ 82,063	$ 72,320

NOTE 12—OLMSTEAD SETTLEMENT

On February 9, 2012, the Entity filed a class action complaint, "*Amanda D v. the State of New Hampshire (*formerly *Lynn E. v. the State of New Hampshire)*" (Civ. No. 1:12-cv-53-SM), on behalf of individuals in the State of New Hampshire alleging New Hampshire's administration of its mental health system violates the rights of individuals with serious mental illness under the Americans with Disabilities Act, the Rehabilitation Act, and the Nursing Home Reform Act. The parties reached a settlement agreement which was approved by the United States District Court for the State of New Hampshire on February 12, 2014.

The terms of the settlement included provisions for the Entity and its partners to perform ongoing monitoring of the State of New Hampshire's implementation and compliance with the terms of the settlement agreement over the next five years. The terms of the settlement also provided for payments to be issued by the State of New Hampshire to the Entity and its partners for attorney fees, costs, and ongoing monitoring, in the total amount of $2,426,800. The Entity then established a reserve of $400,000 to cover the anticipated future costs of monitoring. The settlement was completed as of September 30, 2018. For the years ended September 30, 2024 and 2023, the Entity received an additional monitoring payment of $25,152 and $21,776, respectively.

NOTE 13—CONTINGENCIES

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 14—SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 20, 2025, which is the date the financial statements were available to be issued.

SCHEDULE I

DISABILITY RIGHTS CENTER - NH, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended September 30, 2024

Federal Grantor/Program or Cluster Title	Assistance Listing Number	Total Federal Expenditures
DEPARTMENT OF EDUCATION		
Direct Award Program Program of Protection and Advocacy of Individual Rights	84.240	$ 223,691
Total Department of Education		223,691
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Direct Award Program Protection and Advocacy for Individuals with Mental Illness	93.138	547,694
Direct Award Program Voting Access for Individuals with Disabilities- Grants for Protection and Advocacy Systems	93.618	152,489
Direct Award Program Developmental Disabilities Basic Support and Advocacy Grants	93.630	442,008
Direct Award Program ACL Assistive Technology State Grants for Protection and Advocacy	93.843	47,947
Direct Award Program State Grants for Protection and Advocacy Services	93.873	61,651
Total Department of Health and Human Services		1,251,789
SOCIAL SECURITY ADMINISTRATION		
Direct Award Program Social Security State Grants for Work Incentives Assistance to Disabled Beneficiaries	96.009	219,845
Total Social Security Administration		219,845
Total Expenditures of Federal Awards		$ 1,695,325

See notes to schedule of expenditures of federal awards

DISABILITY RIGHTS CENTER – NH, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2024

NOTE 1—BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal award activity of Disability Rights Center – NH, Inc. under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Disability Rights Center – NH, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Disability Rights Center – NH, Inc.

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to the Disability Rights Center – NH, Inc.'s financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3—INDIRECT COST RATE

Disability Rights Center – NH, Inc. has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4—RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in Disability Rights Center – NH, Inc.'s financial statements as program services and management and general expenses, as applicable.

VACHON CLUKAY
& COMPANY PC

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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*

Independent Auditor's Report

To the Board of Directors
Disability Rights Center – NH, 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 Disability Rights Center – NH, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 20, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Disability Rights Center – NH, 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 Disability Rights Center – NH, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Disability Rights Center – NH, 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 Disability Rights Center – NH, 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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vachon Clukay & Company PC

Manchester, New Hampshire
February 20, 2025

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& COMPANY PC

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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Board of Directors
Disability Rights Center – NH, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Disability Rights Center – NH, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Disability Rights Center – NH, Inc.'s major federal programs for the year ended September 30, 2024. Disability Rights Center – NH, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Disability Rights Center – NH, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Disability Rights Center – NH, Inc. and to meet our other ethical responsibilities, in accordance with 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 opinion on compliance for each major federal program. Our audit does not provide a legal determination of Disability Rights Center – NH, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Disability Rights Center – NH, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Disability Rights Center – NH, Inc.'s compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Disability Rights Center – NH, Inc.'s compliance with the requirements of each major federal program as a whole.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Disability Rights Center – NH, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Disability Rights Center – NH, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Disability Rights Center – NH, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Vachon Clukay & Company PC

Manchester, New Hampshire
February 20, 2025

Disability Rights Center – NH, Inc.
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2024

Section I--Summary of Auditor's Results

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified?	____yes	X no
Significant deficiency(ies) identified?	____yes	X none reported

Noncompliance material to financial statements noted?	____yes	X no

Federal Awards

Internal control over major programs:

Material weakness(es) identified?	____yes	X no
Significant deficiency(ies) identified?	____yes	X none reported

Type of auditor's report issued on compliance for major federal program(s): *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____yes	X no

Identification of major federal program(s):

Assistance Listing Number(s)	Name of Federal Program(s) or Cluster(s)
93.138	Protection and Advocacy for Individuals with Mental Illness

Dollar threshold used to distinguish between Type A and Type B program: $ 750,000

Auditee qualified as low-risk auditee?	X yes	____ no

Section II--Financial Statement Findings

There were no findings relating to the financial statements required to be reported by GAGAS.

Section III--Federal Award Findings and Questioned Costs

There were no findings and questioned costs required to be reported under 2 CFR 200.516(a).

DISABILITY RIGHTS CENTER - NH

FY 2025 Board of Directors

Name	End of Term	Disability Affiliation	Committees
Bucken, Irene	03/21/2028	Consumer	Governance & DEAI
Frye, Daniel, Vice Chair	07/17/2026*	Attorney/Consumer	Governance
Hebert, Dan, Chair	05/17/2026	Consumer	Finance
Henly, Megan	03/20/2026*	Family Member	DEIA
Glahn, Bill	9/19/2026*	Attorney/IOLTA Participant	Finance
Goldstein, Dan	09/21/2026	Attorney	Governance, DEIA
King, Benjamin, Treasurer	03/16/2026	Attorney/IOLTA Participant	Finance
Lewandowski, Jean, Secretary	7/15/2027*	Consumer	Governance
Mercado, Angela	9/17/2027*	Family member	DEIA
Parsons, Sarah	07/17/2026*	Disability Advocate	DEIA
Tavino, Ellen	07/21/2026	Peer Support/Consumer	PAIMI Council
Yuknewicz-Boisvert, Deb PAIMI Council Chair	NA	PAC Chair, Family member	PAIMI Council

Revised 4/1/2025

**Member is eligible for an additional three-year term*

DISABILITY RIGHTS CENTER - NH

64 North Main Street, Suite 2, Concord, NH 03301-4913 • mail@drcnh.org • drcnh.org
(603) 228-0432 • (800) 834-1721 voice or TTY • FAX: (603) 225-2077

Section 1: Offeror Contact Information

Disability Rights Center – NH

64 North Main Street, Third Floor, Suite 2

Concord, NH 03301

www.drcnh.org

603-228-0432

Project Officer: Stephanie Patrick, Executive Director

stephaniep@drcnh.org, 603-228-0432, ext. 121

Signature of Person Authorized to Submit Proposal:

Stephanie Patrick

Stephanie Patrick, Executive Director

May 20, 2025

Date

Section 2: Project Description

There are over 32,000 students with disabilities ages 3 to 21 in New Hampshire schools. These students are often subject to suspensions, expulsions, shortened school days and home schooling related to student behaviors/disciplinary matters which limits the ability of these students to participate in educational activities and programs. This project seeks to examine this issue and, as needed, engage in advocacy to address these issues in targeted school districts.

Goal

Create systems change in the use of exclusionary discipline in targeted school districts through parent education, individual representation and systemic advocacy.

Scope of Work and Services

Goal: Create systems change in the use of exclusionary discipline in targeted school districts through parent education, individual representation and systemic advocacy.

1. Data Analysis – Using data from the NH Department of Education, US Department of Education and other sources, identify 2-3 school districts where:

    a. Use of exclusionary discipline is disproportionately high

    b. Proportion of students who are people of color, ESL is significant

    This analysis may also include data regarding the use of restraint any seclusion, disability prevalence, calls to DRC-NH for assistance and other data as needed.

2. Analyze the rights of these students in state and federal law.

3. Conduct targeted outreach to parents of students with disabilities and advocacy groups in targeted school districts regarding the rights of students with disabilities who are excluded from school. This may include presentations, articles, media, social media and informal discussions.

4. Provide legal advice to parents of students with disabilities in targeted school districts regarding the educational rights in IDEA and/or Section 504.

5. Provide individual representation to children including due process hearings where appropriate. As part of this representation, prioritize resolutions that involve systemic changes in targeted schools.

6. Identify opportunities for policy or legislative changes to increase the rights of students with disabilities based on legal analysis, and individual cases.

School exclusion and exclusionary discipline includes suspensions, expulsions, shortened school days and home schooling related to student behaviors/disciplinary matters.

Section 3: Key Staff

1. Staff Attorney Nico Walker (Estimated Start Date Is June 30, 2025)

Attorney Walker will provide individual legal assistance to students in targeted districts, educate students with disabilities and families about their rights and engage in systemic advocacy as outlined in the scope of services.

2. Managing Attorney Lynne Clay

Attorney Clay will supervise Attorney Walker and the legal work of this project. She has over thirty years of experience in disability law including significant experience in enforcing the legal rights of students with disabilities.

3. Executive Director Stephanie Patrick

Ms. Patrick will oversee the implementation of this project. Ms. Patrick has work in the protection and advocacy system, advocating for the legal rights of people with disabilities for the last 21 years.

4. Community Outreach Specialist Deborah Opramolla

Ms. Opramolla will assist DRC-NH to build and expand relationships with community organizations in targeted school districts. As DRC-NH's community outreach specialist, she has been increasing DRC-NH connections with these communities for the last 3 years.

5. Communications Director Deodonne Bhattarai

Ms. Bhattarai will lead the development of a communications plan and assist with its implementation. communications materials related to this project. She has over 7 years of experience working on communications and public policy issues at DRC-NH and other non-profits in New Hampshire and Washington, DC. As the parent of a young child with disabilities, she will also bring a family perspective to these.

6. Policy Director Karen Rosenberg

Attorney Rosenburg will assist other DRC-NH staff to address any changes requiring policy or legislative advocacy. She has been practicing law for over 25 years including over 15 years representing children and adults with disabilities. She has been serving as DRC-NH's policy director for

Resumes of key staff are included as Attachment C.

Section 4: Budget

Project budget detail as required in the Request for Proposal is included as Attachment D.

This project will cost $50,000/year for 2 year. DRC-NH will use the largest portion of the total budget to hire a staff attorney who will provide individual legal assistance to students in targeted districts, educate students with disabilities and families about their rights and engage in systemic advocacy as outlined in the scope of services. Additional funding will be used to provide project supervision by DRC-NH's Managing Attorney and Executive Director. DRC-NH's Community Outreach Specialist and Communications Director will also assist with portions of the project. Finally, DRC-NH's Policy Director will assist as needed.

Additional project expenses are for travel and technology.

NICOLAS D. WALKER

[redacted]

EDUCATION

HARVARD LAW SCHOOL May 2021

Honors: Dean's Scholar Prize for International Counterterrorism Law

Coursework: Election Law; Federal Courts and the Federal System; The Senate as a Legal Institution; Democracy, the Incomplete Experiment

HOBART COLLEGE, B.A. History, 4.0 GPA, *summa cum laude* May 2013

Minor: International Relations

Study Abroad: Jaipur, India

Honors: Martin David Levine Memorial Scholarship for Academic Excellence; Hobart Heritage Scholar; History Achievement 2011; Senior History Department Award 2013

EXPERIENCE

VIRGINIA COORDINATED CAMPAIGN

Voter Protection Director, Richmond, Virginia July - Nov. 2024

- Led the Harris Virginia Voter Protection Program, including hiring and managing ten staff, more than 1,000 volunteers and coordinating key political, civic, and legal stakeholders. The Voter Protection program observed all components of the election process–early vote, Election Day polling places, absentee ballot processing, and certification–and identified and addressed legal issues as they arose via advocacy and, if necessary, legal action.
- Assisted thousands of voters whose ballots are rejected for technical defects to remedy the error and ensure their votes are counted through a robust ballot cure program.
- Interpreted and summarized details of Virginia election law for voter and volunteer education including print materials, the Voter Protection hotline, and dozens of live trainings.

DEMOCRATIC PARTY OF VIRGINIA

Staff Attorney on Voting and Elections, Richmond, Virginia Aug. 2023 - June 2024

- Managed poll observer program for more than 40 key counties, including staff and volunteers in recruitment, assignments, and resolving legal issues over 45 days of early voting, election day, and post-election during the 2023 cycle.
- Developed and executed a robust training program for poll observers that incorporated Virginia election law and procedure for a predominantly non-legal audience.

NEW HAMPSHIRE DEMOCRATIC PARTY

Voter Protection Fellow, Portsmouth, New Hampshire Sept. - Nov. 2022

- Assisted in recruiting over 400 poll observers for more than 150 polling locations.
- Served in the Boiler Room with the senior legal team to resolve issues on Election Day, ranging from maladministration, to long lines, to voter intimidation.

NEW HAMPSHIRE PUBLIC DEFENDER

Staff Attorney, Stratham, New Hampshire Sept. 2021 - Sept. 2022

- Represented indigent clients charged with misdemeanors and felony violations, with a focus on youth representation.
- Managed a caseload of up to 70 cases with all aspects of criminal defense including discovery, negotiation, and litigation.

NICOLAS D. WALKER

[redacted]

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- Managed a caseload of up to 70 cases with all aspects of criminal defense including discovery, negotiation, and litigation.

MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL

Legal Intern, Boston, Massachusetts — Summer 2020

- Served in the Government Bureau, Trial Division to defend state agencies from civil suits including motion practice, discovery, and deposition preparation.
- Conducted intensive factual review and development of legal theories in a wide variety of cases including election law, torts, and civil rights.

INTERNATIONAL HUMAN RIGHTS CLINIC

Student Attorney, Cambridge, Massachusetts — Spring 2020

- Collaborated with a small research team to interview witnesses, document human rights abuses, and published an influential 90-page report on state-sponsored violence against peaceful indigenous protestors entitled, "They Shot Us Like Animals; Black November and Bolivia's Interim Government."

YOUTH ADVOCACY FOUNDATION

Legal Intern, Boston, Massachusetts — Summer 2019

- Drafted discovery requests, conducting document review, and researching student discipline and special education disputes to curtail the school-to-prison pipeline.
- Conducted legal research including a comparative analysis of state implementation of Every Student Succeeds Act to jurisdiction-specific case law relevant to ongoing litigation.

UNITED STATES PEACE CORPS

Education Volunteer, Western Province, Rwanda — 2015-2017

- Taught upper-secondary English classes focused on developing speaking and listening skills, conducted training for teachers to improve their English, including a teachers' English Club and teacher training programs.
- Coordinated Girls Leading Our World (GLOW) and Boys Excelling (BE) camps to teach leadership, sexual health, and gender equality to more than 150 students from across the Western Province.

TEACH FOR AMERICA, WHEELER MIDDLE SCHOOL

Educator, Oahu, Hawaii — 2013-2015

- Taught 8th grade English and Social Studies in a special education classroom.
- Coordinated more than 25 Individual Education Programs (IEPs) for students with a range of disabilities.

CLARK ART INSTITUTE

Guest Services, Williamstown, Massachusetts — Summers 2010-2013

- Assisted museum guests in touring the Clark's world-class permanent collection and facilities.

Lynne Clay

[redacted]

EDUCATION

Suffolk University Law School, Boston, Massachusetts
J.D. cum laude
Honors: Dean's List

Rhode Island College, Providence, Rhode Island
B.A. magna cum laude
Double Major: Communications and Psychology
Honors: Dean's List

EXPERIENCE

Disability Rights Center-NH, Concord, N.H.
Managing Attorney
2017 to present
Supervises the Intake Team and reviews all case opening recommendations. Provides legal advice and information and referral to individuals with disabilities. Represents individuals with disabilities and advocates for their rights in all areas of disability law. Monitors client intake procedures and attorney caseloads to ensure program responsiveness, compliance with federal reporting, agency priorities and eligibility. Assists the Executive Director in the management of the office.

Interim Executive Director
5/2016 to 2/2017
Successfully led the organization through a transition in leadership. Managed the organization as it continued to successfully advocate for the disability community. Was the primary public face of the DRC. Effectively worked with our dedicated advocacy staff and our engaged Board of Directors. Led the search team to find our next Executive Director and Fiscal Director and successfully managed the transition.

Supervising Intake Attorney
2004 to 2016
Responsibilities include providing legal advice and information and referral to individuals with disabilities. Represent individuals with disabilities and advocate for their rights in all areas of disability law including special education, housing, public benefits and discrimination. Responsible for supervising the intake attorneys and law students assigned to the intake team.

Section 504/ADA Coordinator
2009 to present
Responsible for ensuring that the Disability Rights Center complies with Section 504 and the Americans with Disabilities Act with respect to the provision of reasonable accommodations to clients and staff.

Staff Attorney
1991 to 2004
Represented and advocated for individuals with disabilities in a variety of forums including administrative hearings, federal and state court. Responsibilities included case selection, drafting of complaints, motions and memorandum, discovery and litigation. Substantive areas of practice have included cases involving the Americans with Disabilities Act, Special Education Law, Section 504 of the Rehabilitation Act, Fair Housing Act, Social Security and Medicaid. Other responsibilities included supervising and providing guidance to law students.

Middlesex Community College, Bedford, Massachusetts
Adjunct Faculty
Instructor of Constitutional Law, Criminal Law and Criminal Evidence and Court Procedures.
September 1990 to 2013

ADMISSIONS

Massachusetts Bar 1989
New Hampshire Bar 1991
U.S. District Court of NH 1993 and the U.S. First Circuit Court of Appeals 2001.

SELECT CASES
(last name was Zygmont at time of filing)

Trovato v. City of Manchester, 992 F.Supp 493 (1997)
Manchester School District v. Crisman, 306 F.3d.1 (2002)
Doukas v. Metropolitan Life Insurance Company, 950 F.Supp 422 (1996)

ACCOMPLISHMENTS

2019 New Hampshire Bar Association Award for Outstanding Service in Public Sector/Public Interest

REFERENCES

Available upon request.

STEPHANIE M. PATRICK

[redacted]

PROFESSIONAL EXPERIENCE

Executive Director (February 2017 – Present)
Disability Rights Center – New Hampshire, Concord, NH

- Responsible for the overall management and operation of the organization
- Oversee $1.6 million dollar budget. Ensure the organization is fiscally responsible and in compliance with all federal laws and regulations.
- Responsible for all aspects of hiring, Board and Advisory Council relations, strategic planning, fundraising and resource development.
- Ensure compliance with all statutory, regulatory and fiscal requirements including federal reporting.
- Ensure the agency is responsive to the needs of people with disabilities across the state.
- Build and maintain coalitions to address systemic issues for people with disabilities.
- Ensure DRC provides high quality services which are responsive to the needs of people with disabilities.

Director of Policy and Planning (October 2011 – present)
Director of Outreach and Training (October 2004 – September 2011)
Information and Outreach Coordinator (May 2003 – September 2004)
Advocacy Center of Louisiana, New Orleans, LA

- Managed and ensured programmatic compliance for six of AC's federal grants with a budget of over $1.6 million.
- Made critical contributions to the financial and licensing data analysis, assessment, and writing of three investigative reports and led agency efforts to coordinate related media coverage.
- Developed and implemented a systematic agency plan to engage stakeholders and obtain public comment on agency activities, both in stand-alone efforts and in collaboration with our Developmental Disabilities Network sister agencies.
- Developed and implemented AC's legislative agenda with the Executive Director and Board. Activities include overseeing the activities of AC's legislative team, testifying on a variety of legislative issues after developing position statements, developing relationships with legislators and community organizations to support legislative and public policy goals, and overseeing the passage of key pieces of legislation to promote and protect the rights of people with disabilities.
- Developed a system to analyze data on individual legal assistance, systemic advocacy efforts and financial obligation to better understand the allocation of critical agency resources.
- Coordinated AC's PAIMI Advisory Council including planning and facilitating meetings, recruiting and supporting members, assisting members to develop and implement priorities and activities, ensuring members have needed information to oversee the PAIMI program and funding, and assisting members to prepare reports to program funders.

- Regular contributor to AC's newsletter, including articles explaining legal issues to the general public. Developed numerous agency publications

- Managed AC public relations including developing press releases on major litigation and other topics in consultation with litigators, organizing agency press conferences, developing press packets, and communicating with reporters and stakeholders to ensure robust coverage of issues. Served as a resource for media crises for disability rights organizations across the US.

- Conducted training on topics including self-advocacy skills, public policy, and grassroots and legislative advocacy for local and statewide groups.
- Supervised a team of four advocates who regularly visited institutions across the state to protect the rights of individual residents, individuals who assisted with outreach and training and advocates in the Katrina Aid Today program.

- Led AC social media and website activities including the redesign of AC's website and the creation and management of AC's Facebook page.

- Developed numerous agency publications including *AC Basics*, *Services for People with Mental Illness*, *Creating an Accessible Political Campaign* and *Voting Basics*. Ensured all AC publications were updated regularly and were accurate.

PRIOR EXPERIENCE:

Program Services Intern (January – April 2003)
March of Dimes - LA State Chapter, Baton Rouge, LA

Advocated for services for pregnant women and babies at the local and state government levels. Developed a plan to solicit gubernatorial candidate responses to March of Dimes key issues and ensure March of Dimes topics were covered in gubernatorial debates. Assisted in coordinating a press conference and other media events to publicize March of Dimes campaigns. Assisted in the monitoring and evaluation of grants. Assisted community programs providing services to pregnant women. Expanded grassroots advocacy partnerships. Enlisted support of various medical groups for March of Dimes projects.

Social Work Intern/ Part-time Social Worker (August 2001- August 2002)
Institute for Disability Studies, University of Southern Mississippi, Hattiesburg, MS

Planned and scheduled speakers for support groups for parents of children with disabilities. Publicized the group and provided other support as needed. Developed and implemented *Parents Night Out*, respite nights for parents of children with disabilities and *Sibshops*, workshops for siblings of children with disabilities. Provided case management services to individuals and families with disabilities who were homeless. Assisted with evaluations and case management of infants and young children with disabilities. Developed partnerships with student groups to obtain volunteers and solicited donations for various programs.

Counselor (June 1997-July 2001)
Episcopal Center for Children, Washington, DC

Created and implemented behavioral management plans with a team of teachers and therapists for elementary school aged children with severe emotional disabilities. Provided crisis intervention as needed. Used games and activities to help the children develop social and anger management skills. Implemented a pet therapy program. Regularly evaluated and documented children's progress toward educational and behavioral goals.

EDUCATION:

Bachelor of Arts in Social Work, The Catholic University of America, Washington, DC, May 1997
Master of Social Work, University of Southern Mississippi, Hattiesburg, MS, May 2003

DEBORAH OPRAMOLLA

[redacted]

PROFESSIONAL SUMMARY

Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals.

SKILLS

- Multidisciplinary team collaboration
- Written Communication
- Organization and Time Management
- Cultural Awareness
- Analytical and Critical Thinking
- G-Suite
- Interpersonal Communication

WORK HISTORY

Community Outreach Specialist, 4/2022 to Current

Disability Rights Center-New Hampshire, Concord, NH

- Building and sustaining relationships within the community and promoting the DRC-NH mission and services.
- Acting as a bridge between the DRC-NH and the community, planning and executing outreach programs and events.
- Acting as a bridge between the DRC-NH and the community, planning and executing outreach programs and events.
- Keeping track of community issues and working with community members to increase outreach.
- Creating opportunities for outreach and participation.
- Collaborate with other team members to promote the DRC-NH services and offerings.
- Maintain records of community outreach activities and prepare reports.

DEBORAH OPRAMOLLA

Project Researcher, 01/2020 to 3/2022

National Institutes of Health – Bethesda, MD

- Executed corrective actions when test controls were outside specified limits.
- Identified issues, analyzed information and provided solutions to problems.
- Created plans and communicated deadlines to ensure projects were completed on time.
- Worked flexible hours, night, weekend, and holiday shifts.
- Developed and maintained courteous and effective working relationships.
- Created spreadsheets using Microsoft Excel for daily, weekly and monthly reporting.
- Maintained energy and enthusiasm in a fast-paced environment.
- Quickly learned new skills and applied them to daily tasks, improving efficiency and productivity.
- Streamlined research processes to meet tight deadlines for multiple projects.
- Developed case report forms and conducted medical monitoring in partnership with healthcare personnel.
- Interacted with study participants by preparing for examinations, obtaining consent and collecting data.

Project Manager, 04/2016 to 01/2020

National Institute of Health – Bethesda, MD

- Oversaw high-profile projects by planning, designing, and scheduling phases.
- Orchestrated projects within strict timeframes and budget constraints by solving complex problems and working closely with senior leaders.
- Tracked project and team member performance closely to intervene in mistakes or delays quickly.

EDUCATION

Master of Science: Legal Studies, 12/2021

Washington University in St Louis School of Law - St Louis, MO

Certificate of Negation and Conflict Resolutions

Master of Science: Health Administration

Kaplan University - Davenport, IA

M.D.: Medicine

University of Colorado At Denver Medical School - Aurora, CO

Déodonné P. Bhattarai, JD/MPH

[redacted]

CURRENT EMPLOYMENT

Disability Rights Center - NH, Concord, NH 2018 - Current
Communications Director

- Lead content development and management across traditional, social, and emerging media platforms, ensuring all materials are accessible and use plain language. Collaborate with partner organizations to promote accessible communication and increase engagement across diverse audiences.
- Develop and execute media strategies, managing press inquiries, rapid response, and proactive engagements in ways that enhance organizational visibility and strengthen media relationships.
- Oversee volunteers and contractors on discreet communications projects, ensuring alignment with organizational goals and messaging.

RELEVANT EXPERIENCE

Inclusive Playground Redesign & Rebuild, Concord, NH 2015 – Current
Board Member, Friends of White Park

- Worked with community and city leaders on the successful design phase of a new inclusive playground at White Park. Collaboration continues during the construction phase.

Disability Rights Center - NH, Concord, NH 2021
Communications Specialist

- Contributed to an award-winning community collaboration with The Nature Conservancy in New Hampshire (Conservation Excellence Award' for work related to the All Person's Trail in Manchester, NH).

Accessible Trail, NH Audubon's McLane Center, Concord, NH 2021 - Fall 2022
Community Representative

- Provided input and feedback on a new accessible trail during both its planning and construction phases.

Inclusive Public Skate Policy, Everett Arena, Concord, NH Fall 2021 - Winter 2022
Community Representative

- Drafted an inclusive public skate policy for city-owned ice arena and worked with Arena Advisory Committee and city officials to amend, adopt, and implement new policy.

PAST PROFESSIONAL EXPERIENCE

New Hampshire Voices for Health, Concord, NH 2014 - 2015
Policy Analyst

Asian & Pacific Islander American Health Forum, Washington, DC 2012 - 2014
Reproductive Justice Legal Fellow/Policy Analyst

VOLUNTEER WORK

Friends of White Park, Concord, NH — 2015 - Current
Board Member

Cure SMA New England Chapter — 2018 - Current
NH Chapter Leader

NH Council for Youths with Chronic Conditions, Concord, NH — 2017 - 2024
Parent Member, Vice-Chair

Go Baby Go! New Hampshire, Concord, NH — 2016 – 2020
Founding Member/Communications

NH Council on Developmental Disabilities, Concord, NH — 2016 - 2019
Parent Member, Policy Chair

UNH Institute on Disability, Concord, NH — 2015 - 2019
Member, Consumer Advisory Council

Disability Rights Center, Concord, NH — 2016 - 2018
Legal Volunteer

BAR ADDMISSION

Member, State Bar of Massachusetts — June 2013
Current Status - Inactive

EDUCATION

Parent Information Center Volunteer Advocate Training, Concord, NH — Winter/Spring 2017
Completed – May 2017

NH Leadership Series, Concord, NH — 2015 - 2016
Graduation – April 2016

Juris Doctor/Master of Public Health — Winter 2012
Northeastern University School of Law/Tufts University School of Medicine, Boston, MA

Bachelor of Arts in Human Ecology — Spring 2006
College of the Atlantic, Bar Harbor, ME

Karen L. Rosenberg

Disability Rights Center - NH

[redacted]

EDUCATION

Northeastern University School of Law, J.D. 1988
Tufts University, B.S. Magna Cum Laude, Psychology, 1983

BAR ADMISSIONS

State of New Hampshire - 1988
U.S. District Court for the District of New Hampshire - 1988

Commonwealth of Massachusetts – 1989 (Retired)
U.S. District Court for the District of Massachusetts - 1989 (Retired)

EMPLOYMENT

Disability Rights Center – NH — SEPTEMBER 2005 – PRESENT
Concord, NH

POLICY DIRECTOR — DECEMBER 2021 – PRESENT

Oversee the planning, development, coordination, and implementation of DRC-NH's public policy agenda. Analyze proposed legislation, regulations and other proposed policies which may impact the rights of people with disabilities. Educate state legislators and other state policymakers regarding the impact of proposed legislation, regulations, and policies on people with disabilities. Monitor, track and prepare informational testimony for legislative committees and other public hearings consistent with DRC-NH's mission, values, and priorities. Work cooperatively with community organizations and state agencies to improve the lives of people with disabilities.

STAFF ATTORNEY — SEPTEMBER 2005 – DECEMBER 2021

Primary practice areas: Special Education and public benefits. Represented children and adults in a variety of forums including New Hampshire State Courts, the U.S. District Court for the District of New Hampshire and administrative agencies. Conducted investigations into alleged abuse and neglect of individuals with disabilities in public and privately funded institutions. Engaged in policy advocacy including providing written and oral testimony before the NH Department of Education and NH Department of Health and Human Services regarding issues of importance for children with disabilities. Conducted trainings for parents, attorneys, and community groups on disability laws.

New Hampshire Legal Assistance
Manchester, NH

SEPTEMBER 1988 - DECEMBER 2003

STAFF ATTORNEY

Primary practice areas: Health law with focus on Medicaid, housing and consumer law, including housing discrimination and preservation of home ownership for low-income families and the elderly.

DIRECTOR, FAIR HOUSING PROJECT

NOVEMBER 1995 – MAY 2000

Directed statewide project that provides legal representation for victims of housing discrimination and community education concerning state and federal fair housing laws.

• *grant writing* - Drafted successful proposals for funding from HUD, the Durum Fund of the NH Charitable Foundation, the Norwin S. and Elizabeth N. Bean Foundation, Haymarket People's Fund, the City of Manchester Community Improvement Program and the City of Portsmouth Community Development Block Grant Program. Total amounts raised exceeded $350,000.

• *community education* - Developed, coordinated and participated as faculty member for several New Hampshire CLE approved seminars on fair housing laws. Trained hundreds of real estate agents and brokers, including members of the Greater Manchester and Nashua Board of Realtors and the Strafford County Board of Realtors, on fair housing laws. Conducted community education forums for community groups, social service providers and landlords throughout Southern New Hampshire. Served as a faculty member for two regional fair housing conferences sponsored by HUD. Served as a consultant to the Rhode Island Commission for Human Rights to assist development of a program to conduct field tests for housing discrimination.

• *testing* - Designed field-testing protocols and supervised extensive field testing throughout state for housing discrimination. Supervised tester recruitment and training. Managed staff, including testing coordinator and up to fifty testers.

• *legal representation* - Represented victims of housing discrimination in State Superior and District Courts, and at the HUD Office of Fair Housing and Equal Opportunity. Supervised project staff's legal work.

DIRECTOR, HOUSING PRESERVATION PROJECT

OCTOBER 1992 –
SEPTEMBER 1994

Directed statewide home ownership preservation project.

• *legal advocacy* - Represented clients facing possible loss of their homes in New Hampshire Superior Courts, Federal District Court and Bankruptcy Court for the District of New Hampshire. Supervised NHLA and volunteer attorneys. Developed intake protocol to screen for potential housing preservation clients.

• *community education* - Recruited and trained attorneys to represent indigent clients facing foreclosure. Conducted outreach and community education forums for low-income and elderly homeowners regarding opportunities to preserve home ownership. Participated as faculty member at a New England regional training on bankruptcy and foreclosure, a New Hampshire CLE-accredited training on bankruptcy and consumer defenses to preserve home ownership.

PUBLIC INTEREST ADVISORY COMMITTEES

Member, NH Medical Care Advisory Committee (2018 - Present)

Member, State Advisory Committee on the Education of Children/Students with Disabilities (2015 - Present)

Member, NH Brain Injury Association, Provider Council (2016 - Present)

COMMUNITY ACTIVITIES

New Hampshire Public Radio. Member, Community Advisory Board 2014 - 2021)

Makin' It Happen Coalition, Manchester, NH. Member, Drop-out Prevention Work Group. (2007-2010)

New Hampshire Regional Community Development Corporation, Laconia, NH. Board Member (2006-2009)

New Hampshire Minority Health Coalition, Manchester, NH. Board Member (2003-2006), Chairperson (2004-2006)

Palace Theatre, Manchester, NH. Member, Gala Planning Committee (2003-2005)

ALPHA/Alliance for the Progress of Hispanic Americans, Manchester, NH. Founding Board Member (1990-1995), President of the Board of Directors (1992-1993), Member, Nominations Committee.

Disability Rights Center - NH, Inc.
School Discipline

Salaries Year 1

Staff Member	Positon	Annual Salary	Contract Salary
Nicolas Walker	Staff Attorney	$ 73,100	$ 29,240
Stephanie Patrick	Executive Director	$ 122,200	$ 752
Lynne Clay	Managing Attorney	$ 97,276	$ 1,497
Deodonne Bhattarai	Comm Director	$ 57,096	$ 517
Deborah Opramolla	Outreach	$ 73,650	$ 453
Michele Fleming	Fiscal Director	$ 94,200	$ 1,884
Stacey Morrison	Office Manager	$ 72,450	$ 1,449

Salaries Year 2

Staff Member	Positon	Annual Salary	Contract Salary
Nicolas Walker	Staff Attorney	$ 77,300	$ 28,859
Stephanie Patrick	Executive Director	$ 123,200	$ 758
Lynne Clay	Managing Attorney	$ 98,056	$ 1,131
Deodonne Bhattarai	Comm Director	$ 58,976	$ 534
Deborah Opramolla	Outreach	$ 74,150	$ 456
Michele Fleming	Fiscal Director	$ 95,200	$ 1,904
Stacey Morrison	Office Manager	$ 72,950	$ 1,459

Disability Rights Center - NH, Inc.
School Discipline
Project Budget - Year 1

Revenue	
State of NH	50,000
In-Kind Labor	12,500
Total Revenue	62,500
Expenses	
Attorney Salary - Step 5	29,240
Taxes & Benefits	6,889
Other Staff	6,551
Taxes & Benefits	1,752
In-Kind Labor	12,500
Staff Travel	240
Supplies	376
Postage	64
Other Administrative Expenses	4,887
Total Expenses	62,500

Disability Rights Center - NH, Inc.
School Discipline
Project Budget - Year 2

Revenue	
State of NH	50,000
In-Kind Labor	12,500
Total Revenue	62,500
Expenses	
Attorney Salary - Step 6	28,747
Taxes & Benefits	7,788
Other Staff	6,131
Taxes & Benefits	1,678
In-Kind Labor	12,500
Travel	240
Supplies	376
Postage	64
Other Administrative	4,977
Total Expenses	62,500