



**New Hampshire
Governor's Commission on Disability**

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Christopher T. Sununu, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

May 20, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House Annex, Room 120
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Governor's Commission on Disability (the Commission) to enter into an agreement with New Hampshire Association for the Blind, Trade Name Future In Sight (vendor number 154156-B001), of Concord, NH in an amount not to exceed \$180,000.00 for the distribution of telecommunications equipment, for the period beginning July 1, 2019 or upon Governor and Council approval, whichever is later, through June 30, 2021. 100% Other Funds (PUC).

Funds are anticipated to be available in State Fiscal Year 2020 & 2021, upon the availability and continued appropriation of funds in the future operating budget, in the following account: Telecommunications Assistance.

<u>Account Number</u>	<u>Description</u>	<u>FY2020</u>	<u>FY2021</u>
01-02-02-020510-10070000-571-500929	Pass Thru Grants	\$90,000.00	\$90,000.00

EXPLANATION

RSA 362-E established a Telecommunications Equipment Assistance Program (TEAP) to be administered and implemented by the Governor's Commission on Disability. This program was promulgated to distribute telecommunications equipment to eligible individuals and to teach, evaluate, and otherwise assist applicants in accordance with the Telecommunications Equipment Assistance Program.

A Request for Proposals was published in the state's Contract Postings Division, The Union Leader March 10, 2019 through March 15, 2019, and The Concord Monitor, March 11, 2019 through March 14, 2019, for this continuing program. New Hampshire Association for the Blind, Trade Name Future In Sight was selected for this project through a competitive bid process.

The Commission received two proposals, one from Northeast Deaf and Hard of Hearing Services Inc. and one from New Hampshire Association for the Blind, Trade Name Future In Sight (FIS). Both

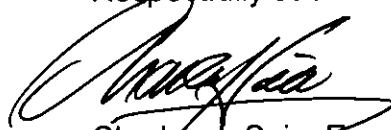
Commission, the agency Business Administrator, and the Executive Director of the Commission. Each proposal was rated based on a number of factors including the ability to serve a wide range of individuals with disabilities and to provide in-kind services so that the bulk of the money could be used to purchase adaptive telecommunications equipment for eligible people with disabilities. As a result of this review, New Hampshire Association for the Blind, Trade name Future In Sight proved best able to provide the most complete service to the widest range of people with disabilities in the opinion of the committee. The bid summary is attached.

During the contract negotiation process, discussions ensued around the delivery of the services at a lower rate than what was presented in the bid proposal. Although FIS responded that it is not able to deliver the services at a lower rate, the TEAP Committee determined that FIS's proposal embodies a very competitive rate, which reflects that cost of delivering holistic, high quality, professional, direct services to New Hampshire residents. Further the bid of FIS was lower than the other bidder and the amount of in-kind supports and services to be delivered by FIS was noteworthy.

Source of Funds: 100% Other Funds, from the telecommunications relay service trust fund established by the Public Utilities Commission.

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

Respectfully submitted,



Charles J. Saia, Esq.,
Executive Director

Attachments:

Signed Agreement
RSA 362-E
CHAPTER Gcd 300

**Governor's Commission on Disability
Evaluation Summary**

RFP – SFY 2020-2021

Bidder	Bidder's Address	Significance of Project: 120 Combined Points	Quality of Project Design: 120 Combined Points	Adequacy of Resources: 40 Combined Points	Evaluation of Project: 10 Combined Points	Quality of Services: 80 Combined Points	Total Combined Points: 400
Northeast Deaf and Hard of Hearing Services, Inc.	56 Old Suncook Rd Concord, NH 03301	87	75	24	15	57	258
New Hampshire Association for the Blind, Trade Name Future In Sight	25 Walker St Concord NH 03301	84	87	30	24	60	285

Evaluation Committee

Charles J. Saia Esq.	Mr. Saia is a licensed attorney and is employed as the Executive Director of the Governor's Commission on Disability
Michael Racette	Mr. Racette is a GCD Commission member since 09/09/2016. Mr. Racette has a BA in Sociology and two technical certificates in the computer sciences. Mr. Racette has 30 plus years working in Health & Human Services.
Phyllis J. Harrington	Mrs. Harrington is employed as the Business Administrator 1 and Grant Manager for the Governor's Commission on Disability.

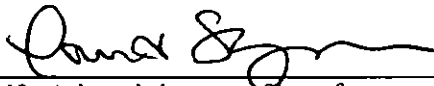
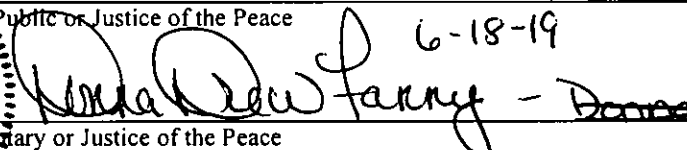
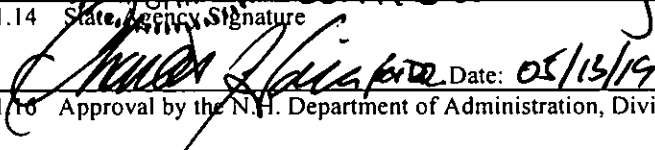

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name GOVERNOR'S COMMISSION ON DISABILITY		1.2 State Agency Address 121 SO FRUIT STREET STE 101 CONCORD NH 03301	
1.3 Contractor Name NEW HAMPSHIRE ASSOCIATION FOR THE BLIND TRADE NAME FUTURE IN SIGHT		1.4 Contractor Address 25 WALKER STREET CONCORD NH 03301	
1.5 Contractor Phone Number 603-224-4039	1.6 Account Number 01-02-020510-10070000	1.7 Completion Date JUNE 30, 2021	1.8 Price Limitation 180,000.00
1.9 Contracting Officer for State Agency CHARLES J. SAIA, EXECUTIVE DIRECTOR		1.10 State Agency Telephone Number 603-271-2773	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory DAVID S. MORGAN PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>merrimack</u> On <u>May 10, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Donna Drew Fanny - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory CHARLES J. SAIA, EXEC. DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/21/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials 
Date 5/10/19

EXHIBIT A


SERVICES

1. For the period beginning July 1, 2019 or upon Governor and Council Approval, whichever is later, Contractor will maintain a telecommunications equipment assistance program that will enable qualified persons in New Hampshire to access emergency telephone service through the use of telecommunications equipment assistance. To provide access to those persons who, without appropriate equipment, would not be able to use the telecommunication services effectively and thus would be unable to access public safety programs. As a part of the outreach function, applications will be made widely available to ensure that those qualified to be equipment recipients have the opportunity to apply.
2. Contractor shall endeavor to identify the program on all of its literature as the Telecommunications Equipment Assistance Program (TEAP), with a further reference to the NH Governor's Commission on Disability as the Administrator, when applicable. Contractor may refer to its own entity as the servicer of the program.
3. Contractor shall reference on the equipment that it is the "Property of the NH Governor's Commission on Disability" unless due to the nature, size and such features of the equipment such reference is not feasible.
4. Contractor shall maintain an application process, as approved by the State.
5. Contractor shall maintain a distribution process, as approved by the State.
6. Contractor shall maintain a complaint resolution process, as approved by the State.
7. Contractor shall maintain a State wide outreach program, as approved by the State.
8. The Contractor shall assess the ability of the individual to use the equipment or device and provide training as needed within 30 days of providing the device/equipment to the individual. Contractor shall maintain individual reports and a log of all assessments and trainings. The log, and its contents, shall be approved by the State, and shall be presented to the State upon request.
9. The Contractor shall conduct a survey of all recipients of telecommunications equipment and/or individual services to assess customer satisfaction with the program, the Contractor and equipment. The survey shall be done at least annually, and the results of the survey


5/10/19

shall be provided to the State. The survey questions, as formulated by the Contractor, shall be approved by the State prior to dissemination.

10. Contractor understands that cellular phones (of any type), smart phones (of any type), tablets, laptops, or any other similar devices are not part of the TEAP. Should the contractor wish to distribute any of the afore-mentioned devices, then the Contractor must make a written request to the State, and the Contractor must receive the express written authorization from the State prior to distribution.
11. Contractor shall provide to the State a comprehensive annual report of the TEAP, for the periods covering July 1, 2019 to June 30, 2020, and July 1, 2020 to June 30, 2021. The annual report must contain, among other matters, a thorough narrative describing the activities of the program, a director's report, and a budget (including a balance sheet, income statement, etc.). The State, in its sole discretion, may amend the contents of the annual reporting requirements at any time. The annual reports must be delivered to the State by September 1, 2020 and 2021, with 7 hard copies.
12. Contractor shall designate one of its full time employees to implement the program and act as the primary liaison between it and the State.
13. Contractor shall provide the State a monthly status report in addition to the on-going contract between Contractor and the State. This shall describe the work completed during the preceding month. The monthly report shall delineate equipment provided specific to the disability(ies) of those being served and geographic distribution. Contractor may submit reports less frequently only if approved by the State. All status reports shall be in accessible formats. The State, in its sole discretion, may amend the contents of reporting requirements at any time.
14. Contractor shall maintain a detailed inventory report of all equipment ordered, distributed, retained or returned, as well as all paid invoices. Contractor shall deliver the inventory reports to the State on a monthly basis. The State, in its sole discretion, may amend the inventory reporting requirements at any time.
15. Contractor shall be available for audits as determined by the State.
16. Contractor understands that all communications and documents, including but not limited to logs, reports, applications, brochures, etc. must be in electronic format, that are accessible to screen reading software.


5/10/19

17. As applicable, Contractor shall perform all requirements as contained in the Request for Proposal (RFP SFY 2020-2021) and the Proposal presented by Contractor dated March 28, 2019.

EXHIBIT B

CONTRACT PRICE/METHOD OF PAYMENT/TERMS OF PAYMENT

1. The total reimbursement for program expenses payable to the Contractor shall not exceed \$180,000.00 (\$90,000.00 is available for each State fiscal year period), disbursed on September 30, December 31, March 31, and June 30 of each State of New Hampshire Fiscal Year. It is understood by the parties that the State is under no obligation to disburse any funds to Contractor unless the State has received its revenue for the program from the Public Utilities Commission.

EXHIBIT C

ADDITIONAL PROVISIONS

2. Pursuant to the Code of Administrative Rules Section 311.07(a)(6)(g), this contract cannot be modified in any respect without prior approval by the Governor and Council. Contractor shall maintain a General Liability Policy in the amount of One Million Dollars (\$1,000,000.00) and an Exception Umbrella Policy in the amount of One Million Dollars (\$1,000,000.00), which names the State of New Hampshire as the certificate holder or loss payee.

JW
5/10/19

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE ASSOCIATION FOR THE BLIND is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 10, 1933. 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: 63495

Certificate Number: 0004513936



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

State of New Hampshire

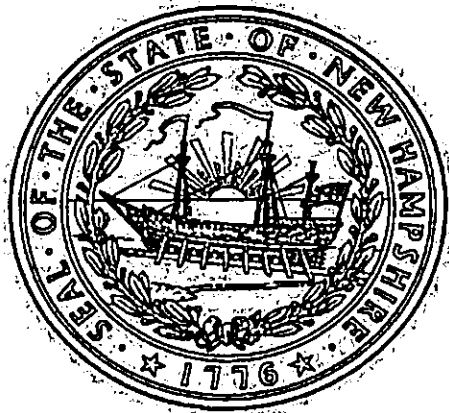
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FUTURE IN SIGHT is a New Hampshire Trade Name registered to transact business in New Hampshire on January 25, 2017. 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: 763739

Certificate Number: 0004466824

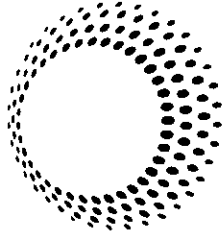


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of March A.D. 2019.

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

William M. Gardner
Secretary of State



FUTURE IN SIGHT

**New Hampshire Association for the Blind
(dba Future In Sight)**

RESOLUTION

I, Timothy Murray, hereby certify that I am the duly elected and acting Chairman of New Hampshire Association for the Blind, a New Hampshire non-profit corporation doing business as Future In Sight (the "Corporation",) and hereby certify as follows:

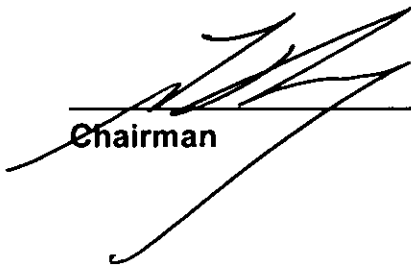
I hereby certify that a vote of the Board of Directors of the Corporation was duly recorded the **29th** day of **March 2019**, at which time every member of the board of directors consented in writing as prescribed in the Bylaws of the New Hampshire Association for the Blind, and the following resolution was adopted by a majority of the consents received, and as of the date hereof, has not been rescinded or modified:

"RESOLVED that the following employees of the Corporation:

David S. Morgan, President & CEO is fully authorized and empowered to sign all documents required to execute a contract with the State of New Hampshire's Governor's Commission on Disability.

This resolution shall stay in effect until further notice.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on the May 13 day of May, 2019.



Chairman

5/13/19
Date



Witness

5/13/19
Date



NHASSOC-03

DBEAUDOUIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2019

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:		
INSURED NH Association for the Blind DBA Future in Sight 25 Walker Street Concord, NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Hanover Insurance Companies		22292
	INSURER B: Eastern Alliance Insurance Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBVA782163	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included PROFESSIONAL LI \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AWVA782191	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0			UHVA782448	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			05-0000111988-01	11/1/2018	11/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Information

3A State: NH

Nathaniel Abbott, Randy Pierce, and Thomas Pare are excluded from coverage.

CERTIFICATE HOLDER

CANCELLATION

NH Governors Commission on Disability 121 South Fruit Street #101 Concord, NH 03301	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 <i>Donna P. Beaudoin</i>
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**David S. Morgan
President & CEO
Future In Sight**

EXECUTIVE PROFILE

Entrepreneur & Innovator, Education Thought Leader, Transformational Leader, Consummate Management Executive & Quintessential Generalist, Organizational Change Agent, Resource Development & Fundraising, Operations Turnaround Specialist, Innovator & New Product Introduction, Performance Improvement Expert, Talented Leader & Passionate Developer of People, Subject Matter Expert & Consultant

EDUCATION

<u>Tuck School, Dartmouth University</u> Executive Program, Leading Innovation	2013
<u>University of Phoenix</u> Completion of Doctoral Coursework in Organization Leadership	2002 - 2004
<u>University of New Hampshire</u> MBA (Honors)	1991 - 1993
<u>Daniel Webster College</u> BA Business Management (Honors)	1984 - 1990

BOARD MEMBERSHIP

2016 -	VisionServe Alliance
2017 -	Boston Architectural College
2015-2017	Design Museum Foundation

EMPLOYMENT HISTORY

Future In Sight (Futureinsight.org)

President & CEO

Nov-2015 - Current

- Doubled earned program revenue with innovative new programs that include infants & toddlers, education programming (introducing digital accessible materials and doubling children served), new occupational therapy program under Medicare, and a number of new partnerships that include the VA, Crotched Mountain Rehabilitation, and technology company partnerships.
- Tripled client base from 1,100 to 3,500 and doubled earned revenue.
- Successfully rebranded NH Association for the Blind to Future In Sight, expanding marketing & social media
- Built a Development team, creating a major donor program and significantly expanding grants to drive and fund program innovation –achieving ~ \$1M combined annually.

Perkins (School for the Blind), Boston, MA

Vice President, Perkins School for the Blind

2005 – 2015

General Manager, Perkins Products

\$80M School for the Blind, international NGO, and technology firm in assistive technology serving visual impairment and learning disabilities.

Vice President of Perkins School for the Blind, General Manager of \$12M Perkins Products Division with full P&L responsibility for all aspects including Professional Services and Online Accessibility, Student Assessments and Training, Strategic Planning, Finance, Marketing & Social Media, Ops & Mfg, Technology training, & Sales.

- Built successful \$15M sustainable, innovative business providing a range of products, consulting, training, and educational services to individuals with a range of disabilities.
- Thought leader in Braille education. Transforming Braille education technology and learning pedagogy with the introduction of the Perkins SMART Brailier and associated learning apps.
- Conceptualized and launched transformation innovation strategy that launched new assistive technologies for the blind, entry into uncontested competitive space, and a 5x growth in revenue and operating income – electro-mechanical, electronic technology included motion control, MS CE platform, literacy software content & apps, voice-over- technology and Braille Capture Technology.
- Led successful purchase and merger of assistive technology consulting, training, & Distribution Company in BVI – grew to \$5M in revenue in three years. Secure strategic partnership with Apple generating \$2M in revenue annually.
- Created and launched National Deaf-Blind Equipment Distribution 37-state federal program to develop and provide Deaf-blind equipment technology generating \$3M in annual revenue.

Laurier Inc. (part of BE Semiconductor), Manchester, NH

2000-2005

President

Served as President of Laurier, a \$30M division of a Dutch backend semiconductor equipment manufacturer providing die sorts, tray feeders, and die sorters to 300mm wafer manufacturers. Led a workforce of 65 engineers, manufacturing, R&D, marketing, finance and sales team.

- Merged two culturally diverse and geographically disparate (NJ and NH) businesses and integrated their key divisions into a single streamlined, high-performance, financially disciplined organization. As President, replaced two CEOs and a GM.
- Delivered as high as 55% improvement in margins by reducing cost of product production by \$35,000 per unit.
- Maintained neutral cash flow position during period of turbulent change and preserved liquidity position despite downturn in the industry.
- More than Tripled sales — from \$8 million to \$30 million — by capturing new business/relationships and leveraging the brands and competitive positioning of the former Laurier, Inc. and RD Automation companies. Salvaged relationship and won \$5 million order from major LED customer by improving product performance and reliability by as much as 200%.

Bostomatic Corporation, Milford, MA

1998 to 2000

Vice President Operations

Vice President Operations & Engineering for \$30 Million Division of Agie-Charmilles Group (\$800 Million Swiss Company) Specializing in Manufacturer, Sales & Service of State-of-the-Art VMCS

- Halted declining revenue, increased sales from \$20 million to \$30 million and delivered 20+% improvement in margins.
- Increased capacity 400% and tripled plant output by introducing lean manufacturing principles and demand flow methodologies.
- Contributed \$15 million in new business with \$7 million gross margin by leading the successful design, development and international rollout (Asian and European markets) of a new high-speed milling machine.
- Slashed lead times — from 20 weeks to 6-8 weeks — for manufacture of highly configured machine tools by implementing lean manufacturing methodologies, demand flow technology principles and outsourcing strategies. Streamlined production design and achieved aggressive reductions in lead times.

Powerspan Corporation
DIRECTOR OF OPERATIONS

1996 - 1998

\$5+ Million Venture Capital-Funded Global Environmental Technology Startup Company Providing Sophisticated Clean Energy Technologies for the Electric Power Industry in the U.S., Canada and Eastern Europe.

www.powerspan.com

Aavid Thermal Technologies, Inc., Concord, NH
DIRECTOR OF ENGINEERING/MANUFACTURING

1994 - 1996

Aavid Thermal Technologies, Inc.

\$200 million high-volume, vertically integrated manufacturer of electronic packages, heat sinks, heat spreader and liquid cooling devices for global transportation, automotive, electronics, electrical equipment, medical device and telecom industries.

www.aavid.com

Hitchiner Manufacturing, Milford, NH

1990 - 1994

MANAGER – INDUSTRIAL FACILITIES & SAFETY ENGINEERING,

(also concurrent PLANT MANAGER tooling operations),

PROFESSIONAL ACTIVITIES

- **NHMEP, MassMEP Current and prior Board Member respectively**
- **Transforming Braille Group Consortium Member – Group of dozen major non-profits serving the blind working on new standards and technology for transforming braille Literacy**

REGOGNITION & AWARDS

- **2014 Mass Technology Leadership Council (MassTLC), Distinguished Leadership Award**
- **2014 Winner SBANE New England Innovation Award for most Innovative Non-profit (Small Business Association of New England)**
- **2013 Department of Commerce President's "E" Award for Outstanding Achievement in Exports**
- **2013 SBANE Innovation Award Finalist**
- **2010- 2013 UTILITY AND DESIGN Patents issued or issuing Perkins for various assistive technology devices serving the visually impaired**
- **2012 MassMEP for Massachusetts outstanding innovator "Growth & Innovation Award"**
- **2012 Hilton Foundation Humanitarian Prize (Perkins Team) for work on Braille Literacy**
- **2011 Perkins Diversity Award for workforce development efforts in hiring & training visually impaired**
- **2010 CEO Award from the South Africa National Council for the Blind for building literacy and employment for the disabled in Capetown, SA**
- **2009, 2012 GOOD DESIGN, Chicago Athenaeum of Architecture and Design**
- **2009 International Design Excellence Awards (IDEA) Silver from BusinessWeek**

PUBLICATIONS & PRESENTATIONS

- **2018 "Designing Human-Center Services for Visually Impaired Seniors," The Journal on Technology and Persons with Disability**
- **2016 Keynote Speaker, 14th Annual Governor's Advanced Manufacturing and High Technology Summit, "Design Thinking & The Future of Innovation"**
- **Journal of Visual Impairment, "Using a New Electronic Braille to Improve Braille Learning at the Florida School of Deaf and Blind."**
- **2012, 2013 "Unlocking the Levers of Growth," Moderator and organizer of an Innovation Seminar Series**

NANCY DRUKE, MSW, LICSW

[REDACTED]
[REDACTED]
(W) (603) 224-4039

ndruke@futureinsight.org

EDUCATION: Master of Social Work, University of New England, Biddeford, Maine. May, 1998.

Licensed Independent Clinical Social Worker. October, 2000.

Bachelor of Arts, Psychology; Saint Michael's College, Winooski, Vermont. May, 1987.

CLINICAL EXPERIENCE: Vice President of Program Services. Future In Sight, Concord, New Hampshire.

Responsible for the oversight of the programs and services provided by the Association; responsible for the budget supporting all programs and services; work collaboratively with the management team under the direction of the CEO regarding the financial status of the agency, marketing and fundraising, advocating at a local and state level.

March, 2014 – present.

Director of Social Work. Future In Sight, Concord, New Hampshire.

Provide advocacy and referral services; supervise employees in the Social Work department, Volunteer Department and support staff; oversee intake process; monitor agency client caseloads and client database; oversee provision of client services across disciplines; assist management team in program development and grant writing/reporting; function as part of a multi-disciplinary rehabilitation team.

October, 1999 – March, 2014.

Case Manager. HealthSouth Rehabilitation Hospital, Concord, New Hampshire.

Oversee interdisciplinary care provided to patients; oversee fiscal management of patient caseload; provide supportive services and discharge planning to patients and family members; serve as link to resources in community; liaison with commercial insurance companies. May, 1998 – October, 1999.

Social Worker, Internship. Maine Medical Center, Portland, Maine. Provide therapeutic counseling to individuals, couples and families in an interdisciplinary family practice setting; participate on research team regarding health outcomes versus medical costs. September, 1997 – April, 1998.

Social Worker, Internship. The AIDS Project, Portland, Maine.

Provide supportive services, referral, advocacy and education to clients in a rural setting infected or affected by HIV.
September, 1996 – April, 1997.

Case Manager. Northeast Rehabilitation Hospital, Salem, New Hampshire.
Provide supportive services, referral, advocacy, discharge planning and education to patients and families in acute hospital setting as part of an interdisciplinary team.
February, 1996 – August, 1996.

Behavior Therapist. Northeast Rehabilitation Hospital, Salem, New Hampshire.
Oversee behavior science services of facility; provide community, family and staff education, work in conjunction with interdisciplinary team.
January, 1990 – August, 1996.

Behavior Technician / Senior Behavior Technician. Lewis Bay Head Injury Center, Hyannis, Massachusetts.
Supervised employees in behavior services program; design and implement individual service plans in behavior services program; train employees and families in the techniques of behavior services program.
November, 1987 – December, 1989.

**CLINICALLY
RELATED
EXPERIENCE:**

Northeast Chapter, Association for the Education and Rehabilitation of the Blind and Visually Impaired (NE/AER)

President Elect, 2006-2008; 2016 – 2018
President, 2008-2010; 2018 – 2020
Past President, 2010-2012; 2020 – 2022
Board Member at Large – 2015 - 2016
Chair, Membership Committee, 2012 – 2016
Chair, Psychosocial Services, 2001 – 2012
Member, Awards Committee, 2005 – 2015
Member, Scholarship Committee, 2005 - 2012
Annual Conference, Co-Chair, 2002
Annual Conference, Chair, 2005
Annual Conference, Program Committee, 2010
Annual Conference, Co-Chair, 2019
AER Regional Conference, Program Chair, 2011
Annual Conference, Planning Committee, 2013

National Accreditation Council for Blind and Low Vision Services
Board Member at Large – 2016 – 2017

University of New Hampshire, School of Social Work, Internship program supervisor. 2001 – 2014.

New Hampshire Brain Injury Association Conference Committee.
1994 (chair), 1995 (chair), 1996 (chair), 1999.

Honorary peer reviewer, The Journal of Progressive Human Services.
1997.

Granite State Racing Team (Concord, NH's Running Club). Board Secretary, 2014 – present.

AFFILIATIONS: National Association of Social Workers, NH Chapter; member.

Association for Education and Rehabilitation of the Blind and Visually Impaired, Northeast Chapter; board member.

Jennifer L. Morgan



Summary

Dedicated case worker with over 19 years of experience providing supports and services to blind and visually impaired adults and seniors, those with deafness/hard of hearing, cognitive disabilities and mobility issues. Proficient in evaluating individual needs and developing whole health plans with a special focus around vision and hearing loss.

Skills

Excellent client relations	Multi-tasking strength
Client advocacy	Strong work ethic
Clear communication	Collaboration

Experience

Future In Sight 3/2000-present
Case Worker


- Working with seniors and adult with vision and hearing loss
- Working collaboratively with rehabilitation team to facilitate provision of services
- Developing individual service plans
- Providing emotional support
- Assisting clients with accessing other social services in their communities
- Providing public education, and in-service training
- Working with VA Medical Centers, Vocational Rehabilitation Service providers
- Coordinating Peer support programs, and recreational groups
- Assisting clients applying for NH Talking Books, iCanConnect, NH Telephone Equipment Assistance Program

Moore Center Services 9/1998-3/2000
Case Manager

- Worked with persons with developmental disabilities, and dually diagnosed
- Developed individual service plans
- Performed functional assessments as part of intake
- Provided emotional support, and parenting skills
- Worked closely with state, city, and housing assistance programs
- Advocated for most appropriate treatment approaches
- Assisted individuals in the Moore Center Homeless Grant Program
- Participated in Continuum of Care Meetings for the city of Manchester

Education

University of Massachusetts-Lowell 6/1998
Bachelor of Arts Psychology/Sociology



DENISE CARUSO



PROFESSIONAL SUMMARY

History of being an effective, client focused professional promoting effective communication and service. Continually increasing knowledge in the low vision field in order to provide independence through technology, devices and training.


SKILLS

- Client assessment and analysis
- Working with clients with multiple disabilities (deaf/hard of hearing, mobility and cognitive disabilities)
- Organizational skills are emphasized for clients
- Low vision assessment with training
- iPhone/iPad education
- Report writing
- Self-motivated
- Microsoft office applications

WORK HISTORY

Low Vision Therapist , 09/2011 to Current

Future In Sight – Concord, NH

- Instruct clients in the efficient use of remaining vision with optical and non optical devices and assistive technology.
 - Low vision assessment includes vision history, low vision history, eccentric viewing, contrast sensitivity testing and it's functional effects, confrontational visual field testing and interpretation, amsler grid testing and distance and near acuity testing.
 - Assessing needs based on secondary disabilities (deaf/hard of hearing, mobility and cognitive disabilities)
 - Determination of appropriate aids and devices to reach client goals.
 - Currently working with a national program (iCanConnect) that provides telecommunication equipment to eligible individuals with combined vision and hearing loss.
- 

Independent Low Vision Consultant, 03/2001 to 09/2001

Self – Portland, ME

- Performed patient testing and low vision assessments for ophthalmologists and optometrists within their practice.

Ophthalmic Technician, 08/1987 to 11/1999

Eyesight Ophthalmic Services – Portsmouth, NH

- Measured and recorded visual acuity and color vision testing.
- Performed lensometry and sit-lamp examinations.
- Operated ophthalmic equipment for patient eye examinations and prepared patients for examinations and surgeries.
- Explained pre- and post-operative procedures to patients and carefully reviewed surgical plans.
- Instilled anesthetic drops and assisted in laser treatments and minor procedures.

Dispensing Optician, 02/1987 to 09/1987

Franklin Block Opticians – Portsmouth, NH

- Helped clients try on and select new frames and recommended lens options to meet specific needs.
- Completed facial measurements such as temple length, bridge size and vertex distance.
- Adjusted frames to fit patient faces by bending and shaping with hands, tools and heat.
- Prepared work orders outlining all specifications for new lenses and frames.

EDUCATION

Low Vision Training

The Lighthouse Guild - New York, NY

Coursework in low vision assessments and Vision Rehabilitation

Marketing

University of Pittsburgh - Greensburg, PA

Associate in Applied Science: Marketing, 1978

Westmoreland County Community College - Youngwood, PA

CERTIFICATIONS

Certified Ophthalmic Assistant (COA) through the Joint Commission of Allied Health

Personnel In Opthamology (JCAHPO)

Low Vision Certificate (JCAHPO)

Marcia Clark



RELEVANT EXPERIENCE

Future In Sight, Concord NH – Marketing & Executive Relations Manager

September 2008 – PRESENT

- Acting Secretary for the Organization's Board of Directors and subcommittees with the primary responsibilities of coordinating, organizing, preparing materials and keeping meeting minutes in accordance with by-laws as required for annual audit and 501(c)3 compliance
- Manage, coordinate and implement relevant content for use throughout website and social media platforms
- Cultivate relationships with local media outlets (WMUR, NH Chronicle, NHPR, Concord Monitor)
- Assist with the coordination and promotion of special events (Walk for Sight, Dinners in the Dark, 3rd party fundraisers)
- Provide administrative and advisory support to the President & CEO

USI New England, Manchester NH – Executive Assistant to CEO

September 1996 – February 2001

- Created monthly sales activity reports used to analyze and forecast future growth and establish annual budgets
- Ensured compliance with State of NH Insurance Department regulations as they pertained to agency licensing
- Collaborated with acquired agencies to coordinate national advertising initiatives
- Maintained and coordinated the schedule of the CMO and CEO



VOLUNTEER INTERESTS

Hopkinton Hawks Booster Club (HHBC), Hopkinton NH – Volunteer Treasurer

August 2015 – Present

- Maintained accurate records and prepared monthly financial reports
- Managed and reconciled bank account records
- Paid bills upon receipt of documentation and approval

Tilton School Parents Association, Tilton NH – Member

September 2016 – Present

- Assist with special event planning
- Volunteer at various admissions events
- Support the students with treat bags, spring fling, Valentine's Day sweet treats

SKILLS

- | | | |
|--------------------------|-------------------------|-----------------------|
| • Microsoft Office Suite | • Constant Contact | • Joomla |
| • Event Management | • Volunteer Recruitment | • Fundraising |
| • Team Player | • Social Media | • Meeting planning |
| • Financial Statements | • Budgeting | • Community Relations |

EDUCATION

University of New Hampshire, Durham – B.S. Business Administration

May 1992 | Whittemore School of Business & Economics



REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF
TELECOMMUNICATIONS EQUIPMENT ASSISTANCE PROGRAM 2020-2021

Attachment No. 1

**TITLE XXXIV
PUBLIC UTILITIES**

**CHAPTER 362-E
TELECOMMUNICATIONS EQUIPMENT ASSISTANCE
PROGRAM**

Section 362-E:1

362-E:1 Definitions. – In this chapter:

- I. "Commission" means the governor's commission on disability established in RSA 275-C.
- II. "Telecommunications equipment assistance" means a teletypewriter or other telecommunications equipment used by a qualified person to conduct telephone communications.
- III. "Telecommunications relay service" means a service transmitting messages and information between a person using standard telephone equipment for spoken communications and a qualified person using telecommunications equipment assistance.
- IV. "Qualified person" means a person who is unable to reasonably use standard telephone equipment due to a disability, such as being deaf, hard of hearing, speech impaired, paraplegic, or unable to use his or her arms.

Source. 1996, 240:1. 1999, 337:4. 2002, 219:9, eff. July 1, 2002.

Section 362-E:2

362-E:2 Administration. – The commission shall administer the telecommunications equipment assistance program and shall implement the program by contract with one or more entities.

Source. 1996, 240:1. 1999, 337:5, eff. Jan. 2, 2000.

Section 362-E:3

362-E:3 Duties. – The commission shall:

I. Establish:

- (a) A program that will enable qualified persons in New Hampshire to access telephone service through the use of telecommunications equipment assistance.
- (b) Eligibility criteria, which shall include ability to pay. The telecommunications equipment assistance program shall pay the full costs for persons whose income levels do not exceed 200 percent of the federal poverty level guidelines published in the Federal Register, exclusive of disability-related expenses.
- (c) Guidelines for verifying the applicant's impairment and eligibility.
- (d) Limits on equipment availability.

II. Contract services for:

- (a) Distributing equipment.
- (b) Teaching applicants how to use or access any adaptive equipment.

- (c) Evaluating the needs of an applicant in the applicant's customary environment.
 - (d) Providing assistance to applicants with selection, design, fit, application, and other issues related to the use of assistive devices.
- III. Consult with the New Hampshire Telecommunications Relay Services Advisory Board on methods to enhance the current telecommunications relay service and increase accessibility.
- IV. Perform any other functions necessary to implement the provisions of this chapter.

Source. 1996, 240:1. 1999, 337:6, eff. Jan. 2, 2000; 337:7, eff. Jan. 2, 2000.

Section 362-E:4

362-E:4 Cooperation. – The commission may cooperate with any local, state, or federal agency or any private organization necessary to implement the provisions of this chapter.

Source. 1996, 240:1, eff. July 1, 1996.

Section 362-E:5

362-E:5 Rulemaking. – The commission shall adopt rules, pursuant to RSA 541-A, relative to:

- I. Eligibility criteria.
- II. Procedures for the verification of an applicant's impairment and eligibility.
- III. Limits on equipment availability.
- IV. The proper administration of this chapter.

Source. 1996, 240:1. 1999, 337:8, eff. Jan. 2, 2000.

Section 362-E:6

362-E:6 Funding. – The telecommunications equipment assistance program shall be funded in an amount not to exceed \$96,000 annually from the telecommunications relay service trust fund established by the public utilities commission.

Source. 1996, 240:1. 1999, 337:9, eff. Jan. 2, 2000.

Section 362-E:7

362-E:7 Annual Report. – The governor's commission on disability shall file a report which shall include the number of persons assisted, all sources of funding, and the total amount disbursed under this chapter. Such report shall be submitted annually to the governor and council, the senate president, the speaker of the house and the science, technology and energy committee, on or before October 1.

Source. 1996, 240:1, eff. July 1, 1996.

Attachment No. 2

CHAPTER Gcd 300 TELECOMMUNICATIONS EQUIPMENT ASSISTANCE PROGRAM

PART Gcd 301 PURPOSE

Gcd 301.01 Purpose. These rules implement RSA 362-E and the telecommunications equipment assistance program of the governor's commission on disability. The program serves New Hampshire residents who are unable readily to use a standard wire telephone due to being deaf, hard of hearing, speech impaired, paraplegic, or unable to use his or her arms. It assists program participants by providing financial and practical assistance in the acquisition and use of communication devices enabling the ability to access telecommunication emergency services.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

PART Gcd 302 DEFINITIONS

Gcd 302.01 Definitions.

(a) "Certifying professional" means, as appropriate to the disability in question, any physician, physician's assistant, optometrist, audiologist, otolaryngologist, speech-language pathologist, nurse or nurse practitioner licensed to practice in any state, or a counselor in the bureau of vocational rehabilitation of this state.

(b) "Commission" means the governor's commission on disability established by RSA 275-C:2.

(c) "Contractor" means any agency, company, organization, individual or group of individuals with whom the commission contracts to carry out the provisions of RSA 362-E:3, II.

(d) "Device" means any mechanical or electrical adaptation for a wire telephone or any mechanism to be used in connection with or in place of a wire or wireless telephone.

(e) "Home" means a single-family home, an apartment, a rental unit, a condominium or, in the case of a person residing in a nursing home or other long-term care facility, the person's room in such nursing home or facility.

(f) "Household" means a family unit whose members are related by birth, marriage, civil union relationship, or adoption and who share a common home.

(g) "New Hampshire resident" means an individual whose main domicile is within New Hampshire.

(h) "Telecommunications Equipment Assistance Program (TEAP)" means the program providing telecommunications equipment assistance established by the commission pursuant to RSA 362-E:3, I (a).

(i) "Vendor" means any retailer, wholesaler, distributor or other provider of equipment from which a person participating in TEAP has ordered a device and received the device ordered.

(j) "Voice carry over phone" means a telephone with a digital readout used in conjunction with the services of New Hampshire relay.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-12-12

New. #10340, eff 5-17-13

PART Gcd 303 ELIGIBILITY FOR PARTICIPATION IN TEAP AND APPLICATION PROCESS

Gcd 303.01 Eligibility for Participation in TEAP. Participation in the TEAP program shall be limited to those persons who:

(a) Are New Hampshire residents;

(b) Have at least one of the disabilities set forth in Gcd 303.02;

(c) Either meet the income eligibility standard for full financial assistance set forth in Gcd 304.04 (a) or pay half the cost of any device received through the program; and

(d) Either have wire or wireless telephone service or, before receiving a device through the program, have arranged for such service or for the installation of equipment permitting such service and submitted as proof of the arrangement a copy of the bill for the service or the installation.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 303.02 Disability Basis for Participation. The disabilities forming the basis for participation in TEAP shall be:

(a) Deafness;

(b) Being hard of hearing;

(c) Speech impairment; or

(d) Other inability, by reason of a physical, vision, hearing or speech disability, readily to use a standard telephone.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 303.03 Application Requirements. An applicant for participation in TEAP shall:

(a) Furnish the information called for by the application form described in Gcd 303.04;

(b) Provide the verification and dated signature required by Gcd 303.05;

(c) Submit the completed application form and the completed certification of disability described in Gcd 303.06;
and

(d) Either have voice over internet protocol, wired or wireless telephone service or the necessary equipment permitting the use of such service available at the time of application or intend to arrange for such service or installation before receiving a device.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 303.04 Application Form. An applicant for participation in TEAP shall provide the following information on the application form:

(a) The applicant's name;

(b) The applicant's residential and e-mail addresses;

(c) The numbers by which the applicant can be reached by telephone, TTY or fax, or email;

(d) By checking one of 2 boxes labeled "yes" and "no", indicate whether:

- (1) The applicant has a disability that makes use of a standard telephone difficult;
- (2) The applicant has attached to the application the certification of disability described in Gcd 303.06;
- (3) The applicant lives in New Hampshire;
- (4) The applicant at the time of application has telephone service or, if not, is able to obtain telephone service;
- (5) The applicant receives or is eligible for any of the following programs:
 - a. Senior companion program;
 - b. Aid to the needy blind (ANB);
 - c. Food stamp program;
 - d. State-funded childcare;
 - e. Meals on wheels;
 - f. Elderly nutrition program;
 - g. Aid to the permanently and totally disabled (APTD);
 - h. Medical assistance (Medicaid);
 - i. State fuel assistance;
 - j. Temporary Assistance to Needy Families (TANF);
 - k. Headstart;
 - l. Women, Infants and Children Program (WIC); and
- (6) The applicant meets the income eligibility standard for full financial assistance or alternatively the applicant is over the income eligibility limit for full financial assistance and agrees to reimburse the program for 50 per cent of the cost of equipment approved and ordered.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 303.05 Verification, Signature and Dating of the Application. An applicant for participation in TEAP shall sign and date a statement preprinted on the application form which declares that, to the best of the applicant's knowledge, all information contained in the application is correct and true.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 303.06 Certification of Disability. An applicant for participation in TEAP shall submit or arrange to be submitted on the applicant's behalf a certification of disability by providing the following information on a form provided by TEAP:

- (a) The applicant's name;
- (b) The applicant's disability;

(c) The name, address and telephone number of an appropriate professional certifying that the applicant has a disability;

(d) The signature of such certifying professional to a statement preprinted on the form which declares that he or she certifies that the applicant has a disability that makes it difficult or impossible to use a standard telephone; and

(e) The date of signing by the certifying professional.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 303.07 Procedure for Processing Applications.

(a) Applications shall be reviewed for completeness in the order that they are received.

(a) An application found to be complete shall be dated and signed by a commission member or a representative of the contractor to indicate its status as complete.

(b) An applicant shall receive written notification of the following decisions within 30 days after the application has been found to be complete:

(1) The decision on the applicant's eligibility to participate in the program; and

(2) The decision on the applicant's eligibility for full financial assistance.

(d) An applicant who has been denied participation in the program or full financial assistance shall have the option to reapply if the applicant's relevant circumstances should change.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

PART Gcd 304 OPERATION OF THE TEAP PROGRAM

Gcd 304.01 Entitlements of Participants in the Program. A participant in the TEAP program shall be entitled to:

(a) Evaluation in the participant's customary environment of the participant's equipment needs for ready communications using a wireline or wireless telephone;

(b) A professional communications evaluation, if necessary to determine with accuracy the participant's equipment needs for communications using a wireline or wireless telephone;

(c) Assistance with the selection, design, fit, application and use of one or more devices that meet the participant's equipment needs as determined pursuant to (a) or (b) above;

(d) Receipt of one or more such devices covered for at least one year by a warranty against defect; and

(e) Financial assistance with the cost of one or more such devices in accordance with Gcd 304.04.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 304.02 Ownership of Devices and Responsibilities of Recipients of Devices.

(a) Devices received by participants at no cost to the participants shall be the property of the commission.

(b) Recipients of devices shall return the devices to the commission or contractor when:

(1) The recipient(s) no longer need them; or

(2) The recipient(s) change their residency so that they are no longer residents of New Hampshire.

(c) There shall be no refund to participants who have paid half the cost of devices when such devices are returned to the commission or contractor pursuant to (b) above.

(d) Recipients of devices shall be responsible for the purchase of batteries, printer paper, and any other supplies necessary for their operation or use.

(e) Recipients of devices shall return to the vendor for free repair or replacement any device that fails during the warranty period.

(f) Recipients of devices shall be responsible for the maintenance and repair of devices when their warranty has expired.

(g) Recipients of devices shall be responsible for the payment of the monthly phone bills and all other charges incurred.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 304.03 Limitation on Devices Distributed to Participants.

(a) There shall be no distribution of a newer model or improved version of a device already distributed to a program participant for a period of 4 years following the first distribution of the device to the participant.

(b) If 2 or more devices meet the equipment needs of a program participant equally well, the program shall distribute to the participant the least costly of the devices.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

Gcd 304.04 Financial Assistance.

(a) To the extent that funds are available, program participants shall be eligible for full financial assistance with the full cost of any devices they receive through the program if:

(1) Their adjusted gross income as reported for federal income tax purposes, less disability-related annual expenses, does not exceed 200 per cent of the applicable federal poverty level published in the current Federal Register, pursuant to RSA 362-E:3, 1(b); or

(2) They are claimed as dependents on the federal income tax return of another person or persons and the adjusted gross income of such person or persons, less the program participant's disability-related annual expenses, does not exceed 200 per cent of the applicable federal poverty level published in the current Federal Register.

(b) To the extent that funds are available, program participants who are not eligible under (a) above for full financial assistance shall be eligible for financial assistance in the amount of 50 per cent of the cost of any devices they receive through the program.

(c) If funds for financial assistance are unavailable, persons eligible to participate in the program shall be placed on a waiting list for financial assistance in the order in which their applications for participation were found to be complete.

Source. #7636, eff 1-30-02, EXPIRED: 1-30-10

New. #10128, INTERIM, eff 5-16-12, EXPIRED: 11-13-12

New. #10340, eff 5-17-13

11-13-12