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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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August 7, 2013

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Granite State Independent Living, Concord, New Hampshire (Vendor Code 155330) to provide independent living services upon Governor and Council approval for the period effective October 1, 2013 through September 30, 2014 in an amount not to exceed \$200,392.00 (**17.2% State and 82.8% Federal**). Funding is available as follows with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal Year</u>
06-56-56-565510-6485-102-0731 (100% Federal)	\$138,547.74	2014
06-56-56-565510-6485-601-0931 (100% State)	\$ 11,747.26	2014
06-56-56-565510-6485-102-0731 (100% Federal)	\$ 27,203.00	2015
06-56-56-565510-6485-601-0931 (100% State)	\$ 22,894.00	2015

EXPLANATION

The New Hampshire Department of Education receives an annual grant of \$311,766 from the United States Department of Education. The grant under Title VII, Part B of the Rehabilitation Act of 1973, as amended enables the state to continue to provide independent living services to individuals with significant disabilities so that they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provided under this contract are available statewide.

Because it has a governing board that is controlled by persons with disability and provides the four core independent living services of advocacy, information and referral, skills training and peer support counseling, Granite State Independent Living (GSIL) is the only federally approved center for independent living in the state. The purpose of GSIL is to promote life with independence for people with disabilities who reside in the state, which makes them uniquely suited to provide services to persons with disabilities. Services to be provided under the contract with Granite State Independent

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Living include: service coordination, adaptive equipment, exterior ramps and doorway enlargement, accessible transportation, and travel training.

A request for proposal was published in the Manchester Union Leader and the Concord Monitor on June 19, 21 and 24, 2013 as well as posted to the Department of Education's website. Three proposals were received, Granite State Independent Living, Northeast Deaf and Hard of Hearing Services, Inc., and the Brain Injury Association of New Hampshire. A committee comprised of employees from the Department of Education and the Department of Health and Human Services reviewed the proposals submitted utilizing an evaluation tool that was developed based on the request for proposal requirements (Attachment A). The committee recommended funding Northeast Deaf and Hard of Hearing Services which will provide service coordination, sight service coordination for individuals who are deaf-blind, and interpreter services to the deaf, hard of hearing and deaf-blind population in the amount of \$28,086.00; Granite State Independent Living will provide service coordination, access services, transportation and travel training for persons with disabilities in the amount of \$200,392.00; and, the Brain Injury Association of New Hampshire (BIANH) will provide family neuro-resource facilitation, armed forces and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury and a program which provides family to family support in the amount of \$70,098.00. The Three grantees for Title VII, Part B resources will be awarded monies, pending Governor and Council approval.

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

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

The Title VII, Part B FY14 RFP review occurred on Tuesday, July 25, 2013.

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

Lisa Hatz, Administrator III of Field Services, Bureau of Vocational Rehabilitation. Ms. Hatz brings 12 years of experience in developing and monitoring new contracts and initiatives related to vocational rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

Sharon DeAngelis, Business Administrator II, Division of Career Technology and Adult Learning. Ms. DeAngelis has 21 years' experience in developing and monitoring budgets for the Division as well as contract development and monitoring contract requirements.

Joan Holleran, Administrator I, External Relations. Ms. Holleran has administered the Independent Living program at the Department of Education for 13 years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

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

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

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

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

S:/DCTA/VRB/VRCO/Common/G&C/GSIL 2014

Attachment A

SCORING FOR REVIEW OF FY 14 TITLE VII, PART B PROPOSALS

Proposal Criteria in the RFP

Statement of Need	10 Points
Project Description	20 Points
Sustainability	20 Points
Organizational Capacity	15 Points
Collaboration	15 points
Project and Organization Budget	<u>20 Points</u>
Possible Points	100 Points

Grant Score (70 passing)

<u>Title VII, Part B FY 11 Grantee</u>	<u>Amount</u>	<u>Peer Review</u>
Brain Injury Association of New Hampshire	\$ 70,398.00	92.25
Granite State Independent Living	200,392.00	87.50
Northeast Deaf and Hard of Hearing Services	28,086.00	79.75

Subject: Granite State Independent Living -INDEPENDENT LIVING **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOE-Division of Career Technology & Adult Learning		1.2 State Agency Address 21 South Fruit St., Suite 20, Concord, NH 03301	
1.3 Contractor Name Granite State Independent Living		1.4 Contractor Address 21 Chenell Drive, Concord, NH 03301	
1.5 Contractor Phone Number 603.228.9680	1.6 Account Number <i>VB</i> 565510-6585-102-0731	1.7 Completion Date 09/30/2014	1.8 Price Limitation \$200,392.00
1.9 Contracting Officer for State Agency Virginia M. Barry, Ph.D. Commissioner of Education		1.10 State Agency Telephone Number 603.271.3142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Clyde E. Terry, CEO	
1.13 Acknowledgement: State of NH , County of MERRIMACK On August 2, 2013 , 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 [Seal] May 6, 2014			
1.13.2 Name and Title of Notary or Justice of the Peace NOTARY, TERRI L. VOTH			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D. Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 9/16/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

DeAngelis, Sharon

From: Clyde Terry <cterry@gsil.org>
Sent: Wednesday, August 21, 2013 10:13 AM
To: DeAngelis, Sharon; Terri Voth
Subject: RE: AGREEMENT Page Correction

Hello Sharon,

You have my permission to change the account number. Please let me know if you have any other questions.

Best regards,

Clyde Terry

CEO

Granite State Independent Living

From: DeAngelis, Sharon [<mailto:Sharon.DeAngelis@doe.nh.gov>]
Sent: Wednesday, August 21, 2013 10:07 AM
To: Terri Voth
Cc: Clyde Terry
Subject: AGREEMENT Page Correction

Good morning Terri,

The account number in box 1.6 of the AGREEMENT (P-37) has an error. The account number currently reads 565510-6585-102-0731. I am requesting Clyde Terry's permission to edit the account number to read 565510-6485-102-0731. Please forward this email to Clyde for confirmation that this is acceptable. Once I receive Clyde's response I will edit page one of the AGREEMENT and move the contract forward for the September Governor and Council meeting agenda.

I've attached a copy of the proposed edit for your review. Thank you Terri. If you have any questions please do not hesitate to contact me.

Sharon

Sharon B. DeAngelis
Business Administrator II
NH Department of Education
Division of Career Technology and Adult Learning
21 S. Fruit St., Suite 20
Concord, NH 03301
603.271.3806

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

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

I. Professional Services

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

Service Coordination

1. The Contractor shall employ personnel who are specialists in the development and provision of independent living services in accordance with 34 CFR 364.23.
2. Provide information about independent living services and make referral to other programs for individuals with significant disabilities as required under 34 CFR 364.40.
3. Staff shall obtain medical, psychological, psychiatric, educational, vocational, social and financial information necessary to support eligibility for services under this program in accordance with 34 CFR 364.56. Consumers shall be notified of their right to appeal decisions made by the contractor. Consumers shall also be notified of the services of the Client Assistance Program and how to contact them in accordance with 34 CFR 364.30.
4. Staff shall assist applicants in the completion of application forms, and the development of the Independent Living Plan following the determination of eligibility prior to providing services in accordance with 34 CFR 364.50 and 34 CFR 364.52.
5. The Contractor shall coordinate services with other state and local programs to avoid duplication of services in accordance with 34 CFR 364.27.
6. Staff shall develop and maintain a consumer service record for each independent living program consumer. Documentation shall include eligibility or ineligibility decisions signed and dated by the Service Coordinator, services requested by the consumer, the Independent Living Plan developed with the consumer or a waiver signed by the consumer stating that an Independent Living Plan is unnecessary, the services actually provided, and goals achieved by the consumer in accordance with 34 CFR 364.53.
7. The Independent Living Plan (ILP) shall identify the service(s) to be provided, the approximate cost and duration; the provider; the goal of the program; the intermediate objective(s) to be attained as a result of the service(s); and the review period and criteria against which each objective shall be measured. Services that are needed beyond the period that is specified in the ILP will be provided only when the ILP is amended to specify an extension, and there is justification that the intermediate objective(s) can be attained only if the extension is approved.

8. Staff shall apply for and document in the consumer service record specific comparable benefits sought and obtained, prior to billing the Department of Education, Division of Career Technology and Adult Learning's Independent Living Program in accordance with 34 CFR 364.35.
9. Staff shall assist the consumer in the completion of a financial needs test and inform Consumers of the \$5,000 annual limit, per 12 month period which begins on the date of eligibility, for a service or combination of services. Services provided will be contingent upon financial need.

Exceptions to the limit of \$5,000 per 12 month period may be granted by the director of the organization providing services to the individual. The director will examine the financial status of the individual and make a determination whether the individual would be denied a necessary service if the service is not provided under Title VII, Part B.

When an individual requires a service or services that exceed the \$5,000 limit and the request for the service is denied, the director of the organization providing services shall notify the individual in writing. A copy of the consumer's rights, including the rights for appeal shall be included with this written notification. When an individual is denied a service under Title VII, Part B, the service provider shall offer an appeal procedure that complies with 34 CFR 364.58 and has been approved by the Statewide Independent Living Council (SILC) and the Designated State Unit (DSU).

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

Access Services

1. The contractor shall provide necessary adaptive equipment to improve the independence of individuals who are determined eligible as required in 34 CFR 364.51.
2. Staff will oversee construction of the ramp, monitor the construction quality, and ensure that it meets the Barrier Free Design Code of the State of New Hampshire. Exterior permanent ramps and entry doorways shall be made to an existing structure and no additions shall be made to any structure.
3. The contractor shall acquire bids from construction contractors. Contractors will be required to submit their qualifications, which will include credit references, trade references and customer references. The contractor will submit a bid which is in accordance with the evaluation done by the Access Specialist. The construction will be monitored by the Service Coordinator at appropriate stages of construction.

Contractor Initials CT
Date 08/02/13

4. If necessary adaptive equipment is available only from a single source, this information shall be indicated in the consumer service record. The narrative shall include the vendors contacted. If a consumer requests a vendor whose bid is higher, the consumer shall pay the difference between the lowest bid and the higher amount. Vendors or contractors shall be qualified to provide services purchased at competitive prices.
5. Staff shall ensure that the consumer completes a form acknowledging receipt of the adaptive equipment or completion of the ramp and/or the primary entrance doorway is satisfactory to the consumer.

Transportation Services

1. The contractor shall provide or arrange accessible van transportation services as needed to improve the independence of individuals who are determined eligible in accordance with 34 CFR 364.51.
2. Van drivers shall be provided training in Defensive Driving and Passenger Assistance Techniques.
3. The transportation coordinator shall utilize the most appropriate transportation system in response to a request for transportation services and coordinate among riders to ensure that maximum utilization of services exists.
4. Van drivers shall assist the riders as necessary getting on and off the lift, entering or exiting a building, securing tie-downs, and seat belts, as required by riders and prudent to their safety and comfort.
5. The contractor shall document for each consumer served, dates of service, mileage accrued, purpose of the trip, destination, whether the individual was a new Part B consumer, and identification of the driver.
6. The contractor shall provide transportation services to individuals with disabilities who are unable to operate a vehicle and cannot obtain other means of transportation services. These individuals with disabilities will arrange their own transportation via other modes of transportation such as buses, taxis, or hired private vehicles.
7. The contractor shall maintain a current list of consumers who have an Independent Living Plan which identifies this service. Consumers will call the Transportation Coordinator in advance of their scheduled trip and will use the most efficient and cost effective means of utilizing this transportation service.

Travel Training

1. The contractor will provide transit training to individuals with disabilities to teach them how to access public transportation.

Contractor Initials

Date 08/02/13

II Program Evaluation

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

III. Reporting.

All Title VII, Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports are required, no later than 10 days, after the close of the previous month. The report/log should identify the following items: type of service being provided, staff providing the service, date of the service, hours of the service, and consumers receiving the service. The grantee will submit with these reports, monthly invoices for services provided, as described above. The first report and invoice will be due November 10, 2013.

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

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

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

CT
08/02/13

EXHIBIT B
ESTIMATED BUDGET: LIMITATION ON PRICE: PAYMENT

<u>Estimated Budget</u>	<u>FY 2014</u> (October 1, 2013-June 30, 2014)	<u>FY 2015</u> (July 1, 2014-September 30, 2014)
Service Coordination	\$150,295.00	\$50,097.00
Access Services		
Transportation Services		

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

Limitation on Price: The total cost for all services provided under this contract shall not exceed \$200,392.00.

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

All invoices and reports shall be forwarded to:

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

Contractor Initials
Date 08/02/13

EXHIBIT C
SPECIAL PROVISIONS
Special Considerations

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

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

14 INSURANCE

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and \$3,000,000 general aggregate and umbrella liability each occurrence \$5,000,000;

CF
06/02/13

EXHIBIT D

The Contractor identified in Section 1.3 of the General provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 174. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. Other Definitions – All terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

- a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by covered Entity.

- b. Business Associate may use or disclose PHI:
 - (i) for the proper management and administration of the Business Associate;
 - (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
 - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI provided under Section (3)K. herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

Contractor Initials CT
 Date 08/02/13

- f. Within ten (10) business days of receiving a written request from Covered Entity Business Associate shall provide access to PHI in a designated record set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation or permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

Contractor Initials OK
 Date 08/02/13

- c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

- a. In addition to standard provision #10 of this agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary to Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- e. Segregation. If any term or condition of the Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of the Exhibit D are declared severable.
- f. Survival. Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k., the defense and indemnification provisions of section 3 d. and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials CJ
Date 06/02/13

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

The State

Virginia M. Barry
Signature of Authorized Representative

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

Commissioner of Education
Title of Authorized Representative

8/13/13
Date

Granite State Independent Living

Clyde E. Terry
Signature of Authorized Representative

Clyde E. Terry
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

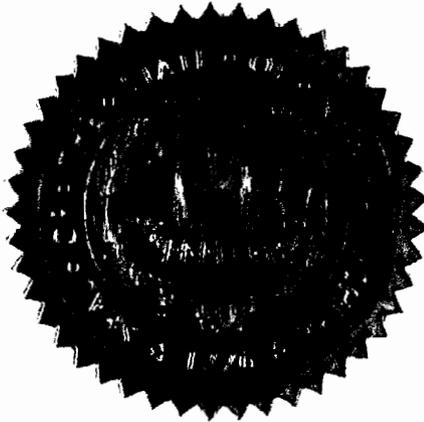
August 2, 2013
Date

Contractor Initials CT
Date 08/02/13

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 GRANITE STATE INDEPENDENT LIVING is a New Hampshire nonprofit corporation formed January 29, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of July A.D. 2013

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

William M. Gardner
Secretary of State

Granite State Independent Living

Resolutions of the Board of Directors

Whereas: Granite State Independent Living, (herein after GSIL,) is interested in obtaining funds through contracts, grants or other means to promote its mission of supporting persons with disabilities obtain independent living services, and

Whereas: The State of New Hampshire, Department of Education; Vocational Rehabilitation has made available Title VII Part B funds through a request for proposal (RFP) process funds for such independent living purposes, and

Whereas: GSIL submitted an application and such application was approved by the New Hampshire Department of Education, and

Whereas: the New Hampshire Department of Education: Vocational Rehabilitation seeks to enter into a contract for \$200,392.00 with GSIL for such services identified in the approved application.

Now therefore be it RESOLVED:The Board of Directors of GSIL accepts such funds and enters into a contract with the Department of Education: Vocational Rehabilitation effective upon Governor and Council approval.

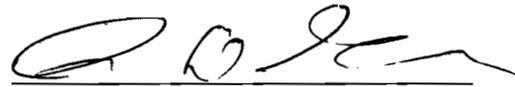
Be it further RESOLVED:Clyde E. Terry, as Chief Executive Officer, is hereby authorized on behalf of Granite State Independent Living, to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as may be deemed necessary, desirable or appropriate.

The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person has been duly elected and now occupy the office indicated below.

Certificate of Vote

The undersigned, being the Secretary of Granite State Independent Living., a New Hampshire voluntary corporation ("Corporation"), does hereby certify that the Board of Directors of the Corporation did approve the resolutions set forth above, at a duly called vote of said Board of Directors held on August 1, 2013

DATED: August 2, 2013


Irv Gordon, Secretary

My Commission Expires: 8/8/17


Notary Public



Granite State Independent Living

Certificate of Authority

I, Irvin Gordon, Secretary of Granite State Independent Living do hereby certify that:

1. I am duly elected Secretary of Granite State Independent Living, a State of New Hampshire corporation;
2. I maintain and have custody and am familiar with the Seal and minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolution duly adopted by the Board of Directors at a meeting, duly held on August 1, 2013, which meeting was duly held in accordance with the State of New Hampshire law and the by-laws of the Corporation;
5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of the date hereof: and:
6. The following person(s) has (have) been duly elected to and now occupy the office (s) indicated below:

Ron Page, Chair
Eric Norman, Treasurer
Irvin Gordon, Secretary

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this

August 2, 2013.

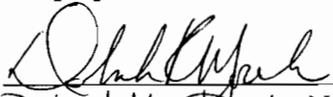

Irvin Gordon, Secretary

State Of New Hampshire

County Of Merrimack

The foregoing instrument was acknowledged before me this 2nd day of August 2013, before me, Deborah Moreshead, the undersigned Officer, personally appeared Irvin Gordon who acknowledged ~~him~~ ^{himself} to be the Secretary of Granite State Independent Living, a Corporation, and that ~~she~~ ^{he}, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by ~~himself~~ ^{himself} as Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal:


Deborah Moreshead, Notary Public

SEAL:

My Commission Expires: 8/8/17





GRANITE STATE INDEPENDENT LIVING

Statement of Financial Position

September 30, 2012

(With Comparative Totals as of September 30, 2011)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012</u>	<u>2011</u>
<u>ASSETS</u>					
Current Assets:					
Cash and cash equivalents	\$ 3,453,677	\$ 35,193	\$ 45,958	\$ 3,534,828	\$ 3,437,243
Cash reserved for mortgage	25,298	-	-	25,298	25,287
Accounts receivable:					
Medicaid, net of allowance of \$ 46,836	1,106,712	-	-	1,106,712	1,130,251
Title VII	9,302	-	-	9,302	10,903
Other	402,537	-	-	402,537	305,125
Prepaid expenses	100,019	-	-	100,019	146,753
Total Current Assets	<u>5,097,545</u>	<u>35,193</u>	<u>45,958</u>	<u>5,178,696</u>	<u>5,055,562</u>
Property and Equipment, net	<u>1,067,437</u>	<u>-</u>	<u>-</u>	<u>1,067,437</u>	<u>1,194,849</u>
Total Assets	<u>\$ 6,164,982</u>	<u>\$ 35,193</u>	<u>\$ 45,958</u>	<u>\$ 6,246,133</u>	<u>\$ 6,250,411</u>
<u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 49,043	\$ -	\$ -	\$ 49,043	\$ 40,172
Accrued expenses and other current liabilities	11,003	-	-	11,003	35,923
Accrued salaries and related expenses	721,802	-	-	721,802	677,948
Refundable advances	7,000	-	-	7,000	41,359
Note payable - current portion	20,285	-	-	20,285	19,298
Total Current Liabilities	<u>809,133</u>	<u>-</u>	<u>-</u>	<u>809,133</u>	<u>814,700</u>
Note payable - net of current portion	<u>485,617</u>	<u>-</u>	<u>-</u>	<u>485,617</u>	<u>505,890</u>
Total Liabilities	<u>1,294,750</u>	<u>-</u>	<u>-</u>	<u>1,294,750</u>	<u>1,320,590</u>
Net Assets	<u>4,870,232</u>	<u>35,193</u>	<u>45,958</u>	<u>4,951,383</u>	<u>4,929,821</u>
Total Liabilities and Net Assets	<u>\$ 6,164,982</u>	<u>\$ 35,193</u>	<u>\$ 45,958</u>	<u>\$ 6,246,133</u>	<u>\$ 6,250,411</u>



GRANITE STATE INDEPENDENT LIVING

Statement of Activities

For the Year Ended September 30, 2012

(With Comparative Totals for the Year Ended September 30, 2011)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012</u>	<u>2011</u>
Support and Revenue:					
Program fees, net	\$ 13,883,417	-	-	\$ 13,883,417	\$ 15,003,380
Grants	1,808,370	13,491	-	1,821,861	1,989,321
Public support	66,347	447	-	66,794	51,583
Interest	11,553	-	-	11,553	19,930
Miscellaneous	172,790	-	-	172,790	83,163
Net assets released from restrictions	22,222	(22,222)	-	-	-
Total Support and Revenue	<u>15,964,699</u>	<u>(8,284)</u>	<u>-</u>	<u>15,956,415</u>	<u>17,147,377</u>
Expenses:					
Long term care	11,619,150	-	-	11,619,150	12,031,008
Community living	1,242,880	-	-	1,242,880	1,383,147
Employment services	1,436,294	-	-	1,436,294	1,438,714
Management Expenses:					
General management	1,469,418	-	-	1,469,418	1,649,271
Fundraising	167,111	-	-	167,111	168,459
Total Expenses	<u>15,934,853</u>	<u>-</u>	<u>-</u>	<u>15,934,853</u>	<u>16,670,599</u>
Change in net assets	29,846	(8,284)	-	21,562	476,778
Net Assets, Beginning of Year	<u>4,840,386</u>	<u>43,477</u>	<u>45,958</u>	<u>4,929,821</u>	<u>4,453,043</u>
Net Assets, End of Year	<u>\$ 4,870,232</u>	<u>\$ 35,193</u>	<u>\$ 45,958</u>	<u>\$ 4,951,383</u>	<u>\$ 4,929,821</u>

See accompanying notes to financial statements.



GRANITE STATE INDEPENDENT LIVING

Statement of Functional Expenses

For the Year Ended September 30, 2012

(With Comparative Totals for the Year Ended September 30, 2011)

	Long Term Care	Community Living	Employment Services	Total Program	General Management	Fundraising	2012	2011
Personnel Expense:								
Salary and wages	\$ 9,404,160	\$ 695,772	\$ 932,091	\$ 11,032,023	\$ 931,630	\$ 120,014	\$ 12,083,667	\$ 12,555,896
Payroll taxes	799,050	57,365	76,075	932,490	74,057	9,749	1,016,296	1,145,219
Employee benefits	893,651	155,136	222,344	1,271,131	186,755	28,404	1,486,290	1,384,948
All Other Expenses:								
Advertising	7,406	354	6,705	14,465	885	126	15,476	86,117
Board of directors	-	-	-	-	23,217	-	23,217	28,474
Building occupancy	73,889	44,587	54,979	173,455	60,166	-	233,621	242,931
Computer	33,470	3,662	4,367	41,499	7,259	-	48,758	44,926
Consultants	-	-	-	-	850	-	850	19,935
Depreciation	90,145	40,465	10,953	141,563	17,702	-	159,265	194,366
Dues and subscriptions	-	662	864	1,526	5,808	398	7,732	11,070
Equipment lease and maintenance	24,344	2,824	2,930	30,098	4,705	-	34,803	40,077
Grant expense	-	109,463	9,418	118,881	-	-	118,881	147,568
Insurance	31,844	3,593	3,865	39,302	8,157	-	47,459	59,482
Interest expense	4,289	2,504	2,572	9,365	16,458	-	25,823	26,839
Interpreter	-	8,036	-	8,036	2,547	-	10,583	3,955
Meals and entertainment	187	1,244	532	1,963	405	81	2,449	4,352
Miscellaneous	81,994	1,762	8,259	92,015	23,737	156	115,908	96,983
Postage and shipping	34,985	3,021	2,140	40,146	9,419	3,690	53,255	51,749
Printing	17,329	992	702	19,023	15,718	1,545	36,286	40,191
Professional development	1,726	1,344	3,327	6,397	6,749	749	13,895	13,397
Professional fees	15,973	174	545	16,692	38,082	325	55,099	93,087
Supplies	8,177	(185)	9,320	17,312	20,655	773	38,740	44,563
Telephone	33,654	9,703	5,978	49,335	5,437	-	54,772	67,203
Transportation	1,653	74,125	5,729	81,507	152	-	81,659	105,012
Travel	61,224	26,277	72,599	160,100	8,868	1,101	170,069	162,259
Total Expenses	\$ 11,619,150	\$ 1,242,880	\$ 1,436,294	\$ 14,298,324	\$ 1,469,418	\$ 167,111	\$ 15,934,853	\$ 16,670,599



GRANITE STATE INDEPENDENT LIVING

Statement of Cash Flows

For the Year Ended September 30, 2012

(With Comparative Totals for the Year Ended September 30, 2011)

	<u>2012</u>	<u>2011</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 21,562	\$ 476,778
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	159,264	194,366
Loss on disposal of asset	1,270	-
(Increase) Decrease In:		
Accounts receivable	(72,272)	(157,265)
Prepaid expenses	46,736	3,337
Mortgage reserve	(10)	(12)
Increase (Decrease) In:		
Accounts payable	8,870	(46,981)
Accrued expenses and other liabilities	(24,922)	(50,798)
Accrued salaries and related expenses	43,854	29,707
Refundable advances	(34,359)	29,694
Net Cash Provided by Operating Activities	149,993	478,826
<u>Cash Flows From Investing Activities:</u>		
Purchase of fixed assets	(33,122)	(93,154)
Net Cash Used by Investing Activities	(33,122)	(93,154)
<u>Cash Flows From Financing Activities:</u>		
Repayment of mortgage note payable	(19,286)	(18,348)
Net Cash Used by Financing Activities	(19,286)	(18,348)
Net Increase in Cash and Cash Equivalents	97,585	367,324
Cash and Cash Equivalents, Beginning of Year	3,437,243	3,069,919
Cash and Cash Equivalents, End of Year	<u>\$ 3,534,828</u>	<u>\$ 3,437,243</u>
<u>Supplemental disclosures of cash flow information:</u>		
Interest paid	<u>\$ 25,810</u>	<u>\$ 26,839</u>

See accompanying notes to financial statements.



Board of Directors Salary Verification

GSIL is governed by a Board of Directors which is comprised of 53% of members being individuals with disabilities. The Board of Directors is not compensated in any way for their services and all work is done on a voluntary basis. Board members volunteer for terms of 3 years and can serve for a total of 2 consecutive terms. Members are responsible for assisting in planning and executing the organization's work, oversight of its finances, operations, and for accountability for its organizational integrity. A Member promotes the mission of the organization and acts as an ambassador.



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Our Board of Directors

- Chair - Ron Page (2014)
- Vice Chair - Ken Traum (2015)
- 2nd Vice Chair - Dan Hebert (2014)
- Treasurer - Eric Norman (2014)
- Secretary - Irvin D. Gordon (2013)
- Joyce Anderson (2013)
- Mark Haddad - (2015)
- John Irwin - (2013)
- Thad Mandsager - (2013)
- Paul Perry - (2015)
- Randi Peterson - (2015)
- Dave Qualey - (2013)
- Terry Scott - (2014)
- Philip Spurr - (2015)
- Peter Whitehouse - (2015)

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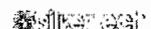
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Granite State Independent Living

FY 10/1/13 - 9/30/14

List of Principal Staff Working on Part B Programs and Their Salaries

Employee	Title	Salaries
Peter Darling	VP of CED	79,989.00
Sarah Hopkins	ILS Program Manager	49,199.00
Phyllis Brooks	Transportation Coordinator	27,846.00
Rebecca Bennett	Independent Living Services Coordinator	31,395.00
Karen Currier	Independent Living Services Coordinator	34,652.00
Kerry Durso	Independent Living Services Coordinator	32,019.00
Skot Jervis	Independent Living Services Coordinator	35,159.00
Madeline Olio Ruano	Independent Living Services Coordinator	39,878.00

Amended and Restated on 07-21-2005 and further
Amended and Restated on 01/19/2006 and further
Amended and Restated on 01/17/2008 and further
Amended and Restated on 07/16/2009 and further
Amended and Restated on 07/15/2010 and further
Amended and Restated on 05/30/12

AMENDED AND RESTATED BYLAWS
OF
GRANITE STATE INDEPENDENT LIVING

ARTICLE I.

Name and Offices

SECTION 1. Name. The name of the corporation shall be Granite State Independent Living.

SECTION 2. Principal Office. The principal office of the corporation shall be located in Concord, County of Merrimack and State of New Hampshire, or at any other location within the State of New Hampshire, as the Board of Directors may determine.

SECTION 3. Other Offices. The corporation may also have offices at such other places, within or outside its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

ARTICLE II.

Purposes

SECTION 1. I.R.C. Section 501(c)(3) Purposes. This corporation is organized exclusively for charitable and educational purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or any corresponding section of any future federal tax code) (hereinafter the "Code").

SECTION 2. New Hampshire RSA 292:1 Purposes. This corporation is organized for all lawful purposes consistent with RSA 292:1 as amended and in effect from time to time.

SECTION 3. Specific Objectives and Purposes. The specific objectives and purposes of this corporation are to promote life with independence and economic opportunity for persons with disabilities through advocacy efforts directed toward the removal of physical, attitudinal and social barriers; to assist persons with disabilities realize the opportunity to achieve and maintain control over their lives, understand choices or options, and make informed decisions by providing Independent Living services; provide persons with disabilities with involvement in and control over policy, staffing, and services; to create greater opportunities through community economic development activities; and to engage in fundraising



projects so as to raise money for the exclusive purpose of furthering the objects and purposes set forth herein. Nothing in the foregoing shall restrict the corporation from engaging in any other activities consistent with N.H. RSA 292 and these Bylaws, as may be determined from time to time by the corporation's directors.

ARTICLE III.

Membership

SECTION 1. Members. Membership in Granite State Independent Living shall consist of two types: Individual and Corporate.

1.1. Individual Members. Individual membership status shall be awarded for a period of twelve (12) months, effective upon receipt of the membership contribution, on a rolling basis.

1.1.1. Existing Life Members. Under the prior membership structure, Life Memberships were provided to individuals who were not able to pay membership dues, paid a \$500 fee, or made a contribution of \$5,000 in any calendar year. Those Life Members are carried forward as lifetime Individual members, and all other provisions related to Life Memberships are discontinued.

1.2. Corporate Members. Corporate membership status shall be awarded for a period of twelve (12) months, effective upon receipt of the membership contribution, on a rolling basis.

SECTION 2. Authority of Members. Members of the corporation shall have the authority to vote on any proposal of merger, consolidation, or dissolution, and to vote on the sale of substantially all the assets of the corporation.

SECTION 3. Voting Rights. Each member entitled to vote shall be entitled to one (1) vote in person or by proxy on each matter submitted to a vote by the members. Except as otherwise provided by law, these bylaw, or the Articles of Incorporation of the corporation, all action shall be decided by a majority vote of the members present in person or by proxy together with members who cast their votes by absentee ballot in accordance with absentee voting procedures adopted by the Board from time to time and published to the membership with or prior to the notice of the meeting at which such action is considered.

SECTION 4. Meetings of Members. All meetings of members shall be held within the State of New Hampshire. If authorized by the Board, annual or special meetings of members need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the board of directors may adopt, members and proxy holders not physically present at a meeting of members may, participate in and vote at the meeting by means of remote communications.

SECTION 5. Annual Meeting of the Members. The annual meeting of the members shall be held on the third Thursday of September of each year, or on such other date and at such time and place as the Board of Directors may determine. At the annual meeting shall transact such business as may properly come before the meeting. If, for any reason, the annual meeting is not held, as above provided, a special meeting may be held in lieu of and for the purposes of the annual meeting.

SECTION 6. Special Meetings. A special meeting of the members shall be held whenever called by the



Board of Directors, the Chair of the Board of the corporation, or twenty-five percent (25%) of the membership of Granite State Independent Living Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing and signed by the person or persons making the call, addressed and delivered to the Secretary, and shall state the time and place of such meeting, the purpose of such meeting, and the agenda of business to be transacted at such meeting.

SECTION 7. Notice of Annual or Special Meeting. Written notice of the time and place of each annual and special meeting of the members shall be mailed to each member at his or her last known address at least ten (10) days and not more than sixty (60) days prior to the time of such meeting. Notice of a special meeting of the members shall state the purpose(s) of such meeting.

SECTION 8. Waiver. Any member may waive notice of any annual or special meeting either before or after such meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the members need be specified in the waiver or the notice of such meeting.

SECTION 9. Certification and Voting List. As soon after the record date as is feasible, the Secretary shall prepare and certify a list of members of the corporation, in accordance with the criteria for members specified in Section 1 of this Article. Members so certified shall have the sole privilege of voting on matters submitted to them at the annual and special meetings of the membership of the corporation. A complete and current list of members of the corporations shall be regularly maintained and kept on file and available for inspection by any member at the annual meeting and at the principal office of the corporation for at least ten (10) days prior to each annual or special meeting.

SECTION 10. Quorum. Ten percent (10%) of the members of the corporation shall constitute a quorum for the transaction of business at any meeting of the members but if less than a quorum is present at such meeting, those present may adjourn the meeting from time to time without further notice.

SECTION 11. Manner of Acting. Unless otherwise specifically provided in these bylaws, the act of the majority of the members of the corporation present in the meeting at which a quorum is present shall be the act of the members.

SECTION 12. Action without a Meeting. Any action required or permitted to be taken by the members of the corporation at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote upon such action at a meeting. Such consent may be signed in counterparts, shall be filed with the records of the corporation, and shall have the same force and effect as a unanimous vote of the members.

SECTION 13. Non-liability of Members. A member of this corporation is not, as such, personally liable for the debts, liabilities, or obligations of the corporation.

SECTION 14. Non-transferability of Membership. No member may transfer a membership or any right arising there from. All rights of membership cease upon the member's death or resignation as a member submitted to the Secretary of the corporation in writing.

SECTION 15. Termination, Expulsion, or Suspension of Members. No member may be expelled or



suspended, and no membership or memberships in the corporation may be terminated or suspended except pursuant to a procedure that is fair and reasonable and is carried out in good faith. The Board of Directors shall, by resolution, establish a procedure to terminate, expel, or suspend a member. In the event that the Board of Directors does not adopt procedures, the following procedures shall apply.

15.1. Written Notice. An intent to terminate, expel, or suspend a member shall be preceded by twenty (20) days written notice of the date when a hearing will be held to determine whether the member shall be terminated, expelled, or suspended. Such notice shall set forth the reasons therefore. Said written notice shall be given by first class or certified mail sent to the last address of the member to be terminated, expelled, or suspended as shown on the corporation's records.

15.2. Hearing. An opportunity shall be provided for the member to be heard, orally and in writing. The member shall be entitled to have counsel present at and to participate in the hearing at his or her expense and to present and cross examine any witnesses.

15.3. Liability. A member who has been terminated, expelled, or suspended may be liable to the corporation for dues, assessments, or fees as a result of obligations incurred or commitments made prior to termination, expulsion, or suspension.

15.4. Challenges. Any proceeding challenging a termination, expulsion, or suspension, including a proceeding in which defective notice is alleged, must be commenced within one year after the effective date of the termination, expulsion, or suspension.

ARTICLE IV.

Board of Directors

SECTION 1. Board of Directors. The business and affairs of the corporation shall be conducted under the direction of, and the control and disposal of, the corporation's properties and funds shall be vested in its Board of Directors, which shall have the powers and duties of a Board of Directors under New Hampshire law, except as otherwise provided in the nonprofit corporation law of the State of New Hampshire, the corporation's Articles of Incorporation, or these Bylaws. The Board of Directors shall consist of not fewer than eleven (11) nor more than eighteen (18) directors or such number of directors as Board of Directors shall determine. At least fifty-one (51 %) of the members of the Board of Directors shall be persons with a disability.

SECTION 2. Term and Appointment. Directors shall be elected by a majority vote of the Board of Directors. There will be three classes of Directors with staggered three year terms; each consisting of approximately one-third of the Directors, and one class will be elected each year. Directors will be elected for a term of three years, to serve until their successors are elected, or until their death, resignation or removal, provided that no Director shall serve more than two (2) successive three-year terms. Following one year out of office, a former Director would again be eligible to serve two (2) successive three-year terms.

SECTION 3. Officers of the Board. One member of the Board of Directors shall serve as Chair of the Board, and, when present, preside at all meetings of the Board of Directors. The Chair shall be elected by the Board of Directors. The directors shall also elect such vice chairs as they deem appropriate (if any), a



secretary, and a treasurer, any one of which may at the time of holding any such position, hold and exercise the functions of either one or more of such positions if otherwise qualified for the same. The directors may also at said meeting elect other officers. Officer elected or appointed by the Board shall hold office for two years or until his or her successor has been duly elected and qualified, or until he or she resigns or is removed in the manner hereinafter provided; in no event shall the term of any office extend beyond such director's term as a member of the Board of Directors.

3.1. Vice Chairs. Perform all duties incident to the office and such other duties as may be prescribed by the Board of Directors.

3.2. Powers and Duties of the Secretary. The Secretary shall (a) keep minutes of the proceedings of the Board of Directors; (b) see that all required notices are duly given in accordance with the provisions of these Bylaws and as otherwise required by law; (c) maintain custody of the corporate records and of the seal of the corporation, and see that the seal of the corporation is affixed to all documents whose execution under its seal is duly authorized; (d) maintain a register containing the address of each director, and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time as may be assigned to him or her by the CEO, the COO or the Board of Directors. In performing such tasks, the Secretary may delegate the performance thereof to another director or designated staff member, provided that the Secretary shall directly or indirectly supervise the performance of any such delegated tasks and, in any event, shall remain responsible for their completion.

3.3. Powers and Duties of the Treasurer. The Treasurer shall chair the Finance Committee of the Board of Director and shall be a member of the Audit Committee of the Board of Director; (b) oversee and report to the Board of Directors regarding the general financial condition of the Corporation; and (c) such other duties as from time to time may be assigned to him or her by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 4. Nomination of Directors.

4.1. Only persons who are properly nominated in accordance with the procedures set forth in these Bylaws shall be eligible for election as directors. Nominations of persons for election to the Board of Directors of the corporation may be made at any meeting of the Board of Directors.

4.2. Members may submit written recommendations for Director Nominees to the Governance/Nominating Committee of the Board of Directors (addressed to the Secretary of the Corporation and delivered to the principal executive offices of the corporation) for its consideration. The Governance/Nominating Committee shall, after giving due consideration to such recommendations timely made and such other persons as it may wish to consider, present its slate of Director-nominees to the Board.

4.3. A member's recommendation of Director-nominee(s) shall be complete provided that it sets forth as to each person whom such member proposes to recommend for election or re-election as a director, a complete biographical narrative with respect to such proposed nominee (including, without limitation, the name, age, business address, residence address, and principal occupation or employment of such person) and such person's written consent



to being named as a nominee and to serving as a director if elected.

4.4. For the purposes of this Section 3, "public announcement" shall mean written notice or publication that is distributed to members of the corporation via mail or electronic means at such address as maintained in the corporation's membership records or an announcement made during the business session of a duly called meeting of the members.

SECTION 5. Removal. Any director may be removed from that director's position as a member of the Board and/or as an officer of the Board by a majority of the Board of Directors at any time with or without cause.

SECTION 6. Vacancies. A vacancy on the Board of Directors or in an office of the Board of Directors because of death, resignation, removal, disqualification or otherwise, may be filled by a vote of the remaining members of the Board of Directors for the unexpired portion of the term.

SECTION 7. Annual Meeting of the Directors. The annual meeting of the corporation shall be held immediately prior to the Annual Meeting of Members each year, or on such other date and at such time and place as the Board of Directors may determine. Written notice of the annual meeting stating the time and place shall be mailed at least ten (10) days before the meeting to each director at his or her address as it appears on the records of the corporation. At the annual meeting, the Board of Directors shall elect the officers and shall transact such other business as the Board of Directors deems appropriate. If, for any reason, the annual meeting is not held, as above provided, a special meeting may be held in lieu of and for the purposes of the annual meeting.

SECTION 8. Regular Meetings. There shall be no fewer than three (3) regular meetings, in addition to any annual meeting, of the Board of Directors in each calendar year, and the Board of Directors shall provide by resolution the time and place of the holding of such additional regular meetings.

SECTION 9. Special Meetings. A special meeting of the Board of Directors shall be held whenever called by the Chair of the Board or by request in writing by not less than a majority of directors in office. Any and all business may be transacted at a special meeting. Each call for a special meeting shall be in writing and signed by the person or persons making the call, addressed and delivered to the Secretary, and shall state the time and place of such meeting, the purpose of such meeting, and the agenda of business to be transacted at such meeting.

SECTION 10. Notice of Annual, Regular, and Special Meetings. Written notice of the time and place of each annual and regular meeting of the Board of Directors shall be mailed to each Director at his or her last known address at least ten (10) days and not more than sixty (60) days prior to the time of such meeting. Written notice of the time, place, and purpose of each special meeting of the Board of Directors shall be mailed to each director at his or her last known address at least three (3) days and not more than sixty (60) days prior to the time of such meeting.

SECTION 11. Waiver. Any director may waive notice of any annual, regular, or special meeting either before or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular, or special meeting of the Board of Directors need be specified in the waiver or notice of such meeting.



SECTION 12. Quorum. A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at such meeting, those present may adjourn the meeting to another time without further notice.

SECTION 13. Manner of Acting. Unless otherwise specifically provided in these bylaws, the act of the majority of the directors present in the meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 14. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on a corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the Secretary of the corporation immediately after adjournment of the meeting or if dissent is not noted when the minutes are circulated or approved, the dissenting Director(s) may direct its inclusion. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 15. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

SECTION 16. Meetings by Telephone or Teleconference. Members of the Board of Directors or any Committee may participate in a meeting of the Board or Committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other at the same time. Participation by such means shall constitute presence in person at the meeting.

SECTION 17. Electronic Voting. The Board of Directors and any standing or special committee may vote electronically (i.e., by e-mail vote) on any matter upon which it is otherwise authorized to vote, according to the procedures set forth in this Section. If such an electronic vote is deemed appropriate by the Chair of the Board or by the committee chair, as the case may be, he or she shall distribute or cause to be distributed via e-mail a notice of the matter to be voted upon including notice of the date by which any Board or committee member may object to such electronic voting. If by the close of business on that specified date any Board or committee member (as the case may be) has objected to such proposed electronic voting, then the matter in question may be voted upon only in connection with a duly-noticed telephonic or in-person meeting of the Board or committee. If no such objection is submitted by the date specified, the Board or committee (as the case may be) may proceed to vote on the matter electronically, and a record of any such vote shall be maintained and included in the minutes of the Board or committee.

ARTICLE V.

Powers and Duties of Directors

SECTION 1. Generally. The Board of Directors shall manage the business and affairs of the corporation and shall have the powers and duties of a Board of Directors under New Hampshire law. The Board of Directors may from time to time, to the extent permitted by law, delegate any of its powers and duties to committees, officers, attorneys or agents of the corporation, subject to such limitations as the Board of



Directors may impose. The Board of Directors shall appoint the chair and membership of committees of the Board of Directors from the members of the Board of Directors.

SECTION 2. Powers. Without limiting the general powers of the directors as set forth in Section 1 above, the Board of Directors shall have the power:

2.1. to conduct, manage, and control the affairs and business of the corporation and to make rules and regulations for the guidance of the officers and the management of the affairs of the corporation;

2.2. to elect or appoint and to remove at pleasure all officers, agents and employees of the corporation, prescribe their duties, fix their compensation, and require from them, if advisable, security for faithful services;

2.3. to select or authorize the selection of one or more banks to act as depository of the funds of the corporation and to determine the manner of receiving, depositing, and distributing the funds of the corporation and the form of checks and the person or persons by whom same shall be signed, with the power to change such banks, person, or persons signing such checks and the form thereof at will;

2.4. to incur such indebtedness, to pledge such property of the corporation as collateral and to act as guarantor or surety for others as shall be deemed necessary or appropriate to further the purposes of the corporation; and

2.5. to invest the funds of the corporation in such manner deemed necessary or appropriate to further the purposes of the corporation.

SECTION 3. Duties. Without limiting the general duties of the directors as set forth in Section 1 above, the Board of Directors shall have the duty:

3.1. to keep a complete record of all its acts and minutes of the proceedings of its meetings and to present a statement at the annual meeting showing the condition of the affairs of the corporation;

3.2. to supervise all officers, agents and employees, and to see that their duties are properly performed and that all officers and employees who handle funds are adequately bonded, if the Board of Directors deems it appropriate;

3.3. to cause to be installed or maintained, or both, a system of bookkeeping that shows the receipts, disbursements and operations of the corporation; and

3.4. to authorize the execution by the corporation of all contracts between it and its directors or others.

ARTICLE VI.

Conflict of Interest



SECTION 1. Conflicts of Interest. Board members shall avoid conflicts of interest while conducting their duties as outlined in RSA 7:19, II and conduct themselves in accordance with the policies set forth in the Board Policy Manual.

SECTION 2. Notice and Agreement. Every new Director and officer shall be advised of this conflicts provision upon assuming the duties of his or her office, and shall sign a statement acknowledging his or her understanding of and agreement to this conflicts provision.

ARTICLE VII.

Committees of the Board

SECTION 1. Designation of Committees. The Board of Directors may designate one or more standing or special committees to direct the business of the corporation. Each such committee may exercise the authority granted to it by the Board's enabling resolution.

SECTION 2. Limitation on Committee Powers. No committee shall have the authority of the Board of Directors to amend, alter or repeal these bylaws; to elect, appoint, or remove any member of any such committee or any officer or director of the corporation (except as specifically provided below in this Section); to amend the Articles of Incorporation of the corporation; to restate the corporation's Articles of Incorporation; to adopt a plan of merger or adopt a plan of consolidation with another corporation; to authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the corporation; to authorize the voluntary dissolution of the corporation or to revoke proceedings therefore; to adopt a plan for the distribution of the assets of the corporation; to amend, alter or repeal any resolution of the Board of Directors; or as otherwise may be prohibited by law. Rules governing procedures for meetings of any committee of the Board of Directors shall be as established by the Board of Directors or, in the absence thereof, by the Committee itself if no rules are established, than the rules that govern the full Board shall govern each Committee.

All Committees are to report promptly to the Board and only take such action (as) (is) (are) specifically designated in these Bylaws or in the resolution enabling the Committee or setting forth its duties and responsibilities. Unless otherwise provided in these Bylaws, each Committee shall consist of two or more directors and such other persons as the Board may designate, who need not be members of the Board of Directors. The Board may designate one or more persons as alternate members of any Committee and such alternates may replace any absent or disqualified member of the Committee at any meeting of the Committee. In the absence or disqualification of a member of the Committee, and the alternate or alternates, if any, designated for such Committee member, the member or members of the Committee present at any meeting and entitled to vote, whether or not they constitute a quorum, may unanimously appoint another person to act at the meeting in the place of any such absent or disqualified member of the Committee or alternate. Members of a Committee shall serve until the next annual meeting of the corporation or until their successors are appointed.

SECTION 3. Committee Chair. The Board Chair, with the approval of the Board of Directors, shall appoint all Committee chairs for the ensuing year at or within a reasonable time after the annual meeting of the Board of Directors. Committee chairs shall be members of the corporation's Board of Directors. If the Board of Directors establishes a new Committee by resolution at a meeting, other than the annual meeting of the Board of Directors, the Board Chair, with the approval of the Board of Directors, shall similarly appoint its Chair at the time the Committee is established or within a reasonable time after the establishment of the Committee.



SECTION 4. Committee Meetings. Meeting of Committees of the Board of Directors may be called by the respective Chairs thereof or by any two members of the Committee. Notice of Committee meetings shall be provided to each member, in writing, by electronic transmission without limitation email or facsimile, at least three business days prior to the date of such meeting. At all meetings of any Committee, a majority of the members shall constitute a quorum for the transaction of business and the act of the majority of members of the Committee present at any meeting thereof at which there is a quorum.

SECTION 5. Standing Committees.

5.1. Executive Committee. Each year at its annual meeting, the Board of Directors shall elect from among those who are Directors of the corporation upon election, an Executive Committee consisting of at least five (5) Directors. During the intervals between meetings of the Board of Directors, the Executive Committee shall, subject to Section 2 of this Article, possess and may exercise all the powers and functions of the Board of Directors in the management and direction of the affairs of the corporation in all cases in which specific direction shall not have been given by the Board of Directors. All actions of the Executive Committee shall be reported to the Board of Directors at its next meeting succeeding such action. Regular minutes of the proceedings of the Executive Committee shall be kept. A majority of the members of the Executive Committee in office at the time shall be necessary to constitute a quorum and in every case an affirmative vote of a majority of the members of the Committee present at a meeting shall be necessary or the taking of any action.

5.2. Finance/Audit Committee. The Board of Directors shall designate, at or within a reasonable time after the annual meeting of the Board of Directors, a Finance/Audit Committee consisting of members of the Board of Directors, at least two-thirds (2/3) of which are "independent" directors. The Finance/Audit Committee shall be responsible for developing and reviewing fiscal policies and procedures, a fundraising plan, and annual budget with staff and other Board members and shall address other financial and related issues the Board or committee members deem appropriate. The Board must approve the budget, and all expenditures must be within the budget. Any material change in the budget must be approved by the Board or the Executive Committee. The Finance/Audit Committee shall present, at least quarterly, reports reflecting the corporation's year-to-date actual and budgeted income and expenditures and such projections as the Board may require. The Finance/Audit Committee shall meet with the corporation's auditors in advance of and during the annual audit. The Finance/Audit Committee shall have the sole authority to appoint or replace the corporation's independent auditors, subject to Board ratification. The Finance/Audit Committee shall assist the Board in monitoring; (i) the integrity of the qualifications, independence and performance; (ii) the performance of the corporation's financial statements of the Company; (i) the independent auditor's internal audit function; and (iii) the compliance by the corporation with legal and regulatory requirements.

5.3. Governance/Nominating Committee. The Board of Directors shall designate, at or within a reasonable time after the annual meeting of the Board of Directors, a Governance/Nominating Committee consisting of members of the Board of Directors, at



least two-thirds ($\frac{2}{3}$) of which are "independent" directors. The Governance/Nominating Committee shall (i) assist the Board in developing, monitoring and evaluating the corporation's Governance Guidelines and Policies and make recommendations to the Board with respect thereto, (ii) establish criteria for Board membership, (iii) lead an annual review of the Board's performance, the performance of individual Board members and the performance of Board Committees, (iv) review the Charter and the Bylaws of the corporation, as necessary, and recommend for approval to the Board amendments to the Charter and/or the Bylaws, (v) assist the Board in developing, monitoring and evaluating the corporation's Conflict of Interest Policy and make recommendations to the Board with respect thereto and ensure that the Conflict of Interest Policy is enforced, (vi) ensure that all new Directors participate in the corporation's orientation program, which should be conducted within two months of the meeting at which the new Directors are appointed, (vii) prepare education and development plans, as necessary, that focus on areas of Board performance improvement, personal growth and effectiveness for individual Board members, collective performance improvement, and long-term strategies to advance the overall effectiveness of the Board's governance, (viii) propose persons for election as Directors at the next annual meeting of the Board, or at the request of the full Board in the event of Director vacancies between annual meeting of the Board, propose replacement Directors for election by the Board of Directors, and (ix) recommend persons for consideration as Officers to be elected at the next annual meeting of the Board of Directors.

SECTION 6. Other Committees. The Board of Directors may also designate such other committees as they deem necessary or advisable for the efficient conduct of the business of the corporation, which committees may consist of members of the Board of Directors and other persons so long as the committee chair is a member of the Board. Such committees shall serve at the pleasure of the Board and may be discontinued at any time.

SECTION 7. Advisory Board. The Board of Directors may create an Advisory Board whose members are elected by the Board of Directors. The size of the Advisory Board, its procedures and the terms of its members shall be determined by the Board of Directors, and the members of the Advisory Board will serve at the pleasure of the Board of Directors.

ARTICLE VIII.

Officers

SECTION 1. Officers. The directors shall appoint a Chief Executive Officer (CEO), Chief Operating Officer (COO), and Vice President of Finance/Chief Financial Officer (CFO) and such other senior management personnel as they deem appropriate (if any).

SECTION 2. Removal. Any officer or agent may be removed by the Board of Directors with or without cause.

SECTION 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, maybe filled by the Board of Directors.

SECTION 4. Powers and Duties of the Chief Executive Officer (CEO). The CEO shall be the principal



executive officer of the corporation and, subject to the supervision and discretion of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. The CEO shall prepare and present to the Board of Directors for its consideration, input and approval an annual budget. The CEO shall present to the Board of Directors periodic reports on operations of the corporation. The CEO may sign, with the treasurer, secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of CEO and such other duties as may be prescribed by the Board of Directors.

SECTION 5. Powers and Duties of the Chief Operating Officer (COO) The COO shall be the chief operating officer of the corporation and, subject to the supervision and discretion of the Board of Directors and the CEO, shall in general supervise and control the day-to-day management of the corporation. The COO may sign, with the treasurer, secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of COO and such other duties as may be prescribed by the Board of Directors.

SECTION 6. Powers and Duties of the Vice President of Finance/Chief Financial Officer (CFO). The Vice President of Finance/CFO shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws; and (c) in general perform all of the duties incident to the office of Vice President of Finance/CFO and such other duties as from time to time may be assigned to him or her by the CEO, COO, or the Board of Directors. If required by the Board of Directors, the Vice President of Finance/CFO shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

ARTICLE IX.

Contracts, Loans, Checks and Deposits

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or



officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE X.

Indemnification

SECTION 1. Definitions. For purposes of this Article only, the following terms shall have the meanings set forth below.

1.1. "Expenses" include counsel fees.

1.2. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding.

1.3. "Official" means an individual who is or was a director or officer of the corporation or an individual who, while a director or officer of the corporation is or was serving at the corporation's request as director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. An official is considered to be serving an employee benefit plan at the corporation's request if the official's duties to the corporation also impose duties on, or otherwise involve services by, the official to the plan or to participants in or beneficiaries of the plan. Official includes, unless the context requires otherwise, the estate or personal representative of an official.

1.4. "Official Capacity" means: (i) when used with respect to a director, the office of director in the corporation; and (ii) when used with respect to an officer, the office in the corporation held by the officer. "Official capacity" does not include service for any other foreign or domestic business or nonprofit corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

1.5. "Party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

1.6. "Proceeding" means any threatened, pending, or completed action, suit or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

SECTION 2. Authority to Indemnify.

2.1. Except as provided in subsection (d), the corporation may indemnify an individual made a party to a proceeding because the individual is or was an official against liability incurred in the proceeding if the individual:



2.1.1. Conducted himself or herself in good faith; and

2.1.2. Reasonably believed: (i) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in its best interests; and (ii) in all other cases that his or her conduct was at least not opposed to its best interests; and

2.1.3. in the case of any criminal proceeding had no reasonable cause to believe his or her conduct was unlawful.

2.2. An official's conduct with respect to an employee benefit plan for a purpose the official reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirements of subsection 2.1.2(ii).

2.3. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the official did not meet the standard of conduct described in this Section.

2.4. The corporation may not indemnify an official under this section:

2.4.1 in connection with a proceeding by or in the right of the corporation in which the official was adjudged liable to the corporation; or

2.4.2. in connection with any other proceeding charging improper personal benefit to the official, whether or not involving action in his or her official capacity, in which the official was adjudged liable on the basis that personal benefit was improperly received by the official.

2.5 Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

SECTION 3. Mandatory Indemnification. The corporation shall indemnify an official who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the official was a party because he or she is or was an official of the corporation against reasonable expenses actually incurred by the official in connection with the proceeding.

SECTION 4. Advance for Expenses.

4.1 The corporation may pay for or reimburse the reasonable expenses incurred by an official who is a party to a proceeding in advance of final disposition of the proceeding if:

4.1.1 the official furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in Section 2;

4.1.2 the official furnishes the corporation a written undertaking, executed personally or on the official's behalf, to repay the advance if it is ultimately determined that the official did not meet the standard of conduct; and



4.1.3 a determination by the Board of Directors is made that the facts then known to the Board of Directors making the determination would not preclude indemnification under this Article.

4.2 The undertaking required by subsection 4.1.2 must be an unlimited general obligation of the official, but need not be secured and may be accepted without reference to financial ability to make repayment.

4.3 Determinations and authorizations of payments under this Section shall be made in the manner specified in Section 6.

SECTION 5. Court-Ordered Indemnification. An official of the corporation who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order indemnification in the amount it considers proper if it determines:

5.1 the officials are entitled to mandatory indemnification under Section 3, in which case the court shall also order the corporation to pay the official's reasonable expenses incurred to obtain court-ordered indemnification; or

5.2 the official is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the official met the standard or conduct set forth in Section 2.1 or was adjudged liable as described in Section 2.4 but if the official was adjudged so liable indemnification is limited to reasonable expenses incurred.

SECTION 6. Indemnification of Employees and Agents. The corporation may, in its discretion, indemnify and advance expenses under this Article to an employee or agent of the corporation who is not an official, as that term is defined in these bylaws, to the same extent as to an official. The corporation may also indemnify and advance expenses to an employee or agent who is not an official to the extent, consistent with public policy that may be provided by its articles of incorporation, bylaws, general or specific action of its Board of Directors, or contract.

SECTION 7. Determination and Authorization of Indemnification.

7.1. The corporation may not indemnify an official under Section 2 unless authorized in the specific case after a determination has been made that indemnification of the official is permissible in the circumstances because the official has met the standard of conduct set forth in Section 2.

7.2. The determination shall be made:

7.2.1. by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

7.2.2. if a quorum cannot be obtained under subsection 7.1.1, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of three or more



directors not at the time parties to the proceeding; or

7.2.3. by special legal counsel: (i) selected by the Board of Directors or its committee in the manner prescribed in subsections 7.2.1 or 7.2.2; or (ii) if a quorum of the Board of Directors cannot be obtained under subsection 7.2.1 and a committee cannot be designated under subsection 7.2.2, selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate).

7.3. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection 7.2.3 to select counsel.

SECTION 8. Insurance. The corporation may purchase and maintain insurance on behalf of an individual who is or was an official or an employee, or agent of the corporation, or who, while an official or an employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent, whether or not the corporation would have power to indemnify the person against the same liability under these bylaws.

SECTION 9. Application to General Rights. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any director, official, agent or employee may be entitled.

ARTICLE XI.

Notices

SECTION 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or member, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notices among the corporation and its members and directors may be given electronically, including by email to an address specified for that purpose by the recipient. Notice to members published in the organization's newsletter shall constitute proper notice.

SECTION 2. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of organization or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII.



Miscellaneous

SECTION 1. Fiscal Year. The fiscal year of the corporation shall begin on October 1st and end on September 30th in each year.

SECTION 2. Meeting Procedure. The Board of Directors may adopt such rules or order and procedure as it deems appropriate for the conduct of business at meetings.

SECTION 3. Amendment to Bylaws. These Bylaws may be amended or new ones adopted by a two-thirds (%) majority of the Board of Directors at any regular or special meeting of the Board of Directors, provided, however, that the notice of such meeting shall specify that amendments to the Bylaws will be considered at such meeting and shall summarize the proposed amendments.

SECTION 4. Liquidation. The corporation shall use its funds only to accomplish the objectives and purposes specified in these Bylaws. On dissolution of the corporation, any funds remaining shall be distributed to one or more organizations exempt from federal income tax under Code sections 501(a) and 501(c).

SECTION 5. Non-Profit Corporation. This corporation is a non-profit corporation. While it may hire and pay employees and contract goods and services in the pursuit of its objectives, no part of its receipts shall be distributed. This corporation shall conduct its affairs so as to qualify as a public charity, that is, an organization which is "other than a private foundation" within the meaning of Code sections 509(a)(1), (2), or (3).

SECTION 6. Antidiscrimination Clause. No otherwise qualified individual shall be excluded from participation in, or denied the benefits of, or subjected to discrimination under any programs or activities of this corporation solely by reason of race, color, creed, sex, national origin or disability.

Adopted: January 19, 2006

Adopted: January 17, 2008

Adopted: July 16, 2009

Adopted: July 15, 2010

Adopted: May 30, 2012

