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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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Concord, N.H. 03301  
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Citizens Services Line 1-800-339-9900

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 the Brain Injury Association of New Hampshire, Concord, New Hampshire (Vendor Code 156086) to provide independent living services, upon Governor and Council approval for the period effective October 2, 2013 through September 30, 2014 in an amount not to exceed \$70,098.00 (**100% 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)	\$52,575.00	2014
06-56-56-565510-6485-102-0731 (100% Federal)	\$17,523.00	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 severe 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 severe disabilities. The services provided under this contract are available statewide.

The Brain Injury Association of New Hampshire has a governing board that is controlled by persons with disability and provides the information and referral, skills training, peer support, resource website for returning veterans with acquired brain injury and/or post-traumatic stress disorder, and counseling to individuals with acquired brain injury and their families. The purpose of the Brain Injury Association of New Hampshire is to promote life with independence for people who have acquired brain injury who reside in the state, which makes them uniquely suited to provide family neuro-resource facilitation (service coordination), outreach and technical assistance through its Technology Library.

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
August 7, 2013  
Page Two

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.

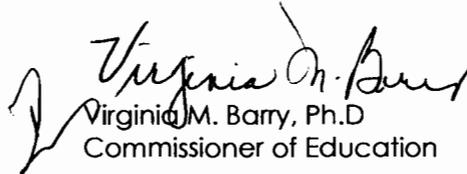
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
August 7, 2013  
Page Three

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.

In the event that federal funds are no longer available, state funds will not be requested for this program.

Respectfully submitted,



Virginia M. Barry, Ph.D  
Commissioner of Education

S:/dcta/bvr/vrco/Common/G&C/BIANH 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	\$ 70,098.00	92.25
Granite State Independent Living	200,392.00	87.50
Northeast Deaf and Hard of Hearing Services	28,086.00	79.75

Subject:

Brain Injury Association of New Hampshire-INDEPENDENT LIVING

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 Brain Injury Association of New Hampshire		1.4 Contractor Address 109 North State St., Concord, NH 03301	
1.5 Contractor Phone Number 603.225.8400	1.6 Account Number 565510-6485-102-0731	1.7 Completion Date 09/30/2014	1.8 Price Limitation \$70,098.00
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 <i>Laura A. Flashman</i>		1.12 Name and Title of Contractor Signatory <i>Laura Flashman, President</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Aug 2, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of <del>Notary Public</del> or Justice of the Peace <i>[Seal] Erin P. Hall</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Erin P. Hall Justice of the Peace Comm Exp Feb 22, 2017</i>			
1.14 State Agency Signature <i>Virginia M. Barry</i>		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: <i>[Signature]</i> On: <i>8/10/13</i>			
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.

**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

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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 acquired brain injury for 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.

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 Tech and Adult Learning and Vocational Rehabilitation's Independent Living Program in accordance with 34 CFR 364.35.

Page 1 of 10

Contractor Initials

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8. Staff shall assist the consumer in the completion of a financial needs test 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.
9. When an individual requires a service or services 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.
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.

#### **Veterans Website**

The contractor will maintain a website specific to Brain Injury (BI) and Post Traumatic Stress Disorder (PTSD). This site will give New Hampshire veterans a place to go to receive information regarding BI and PTSD. The site will assist individuals and family members in identifying agencies that assist with independent living.

#### **Information and Resources**

1. The contractor will provide information and resources to survivors, family members and professionals regarding independent living supports and services.
2. Records of phone call will be kept both in hard copy and electronically.
3. Monthly surveys will be sent to callers who receive informational packets.

#### **Family Neuro-Resource Facilitation**

1. The contractor will provide supports to assist families whose family member is not interested in working with the Association in navigating the New Hampshire service system to assist their family member to become more independent.
2. Records of contacts and services provided will be kept in hard copy and electronically.

Page 2 of 10

Contractor Initials leg  
Date 8/2/13

## 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.

Page 3 of 10

Contractor Initials   *lef*    
Date   8/2/13

**EXHIBIT B**  
**ESTIMATED BUDGET: LIMITATION ON PRICE: PAYMENT**

**Estimated Budget FY 2014**

Service Coordination	\$52,575.00
Website Maintenance	
Information and Resources	
Family to Family Outreach	

**Estimated Budget FY 2015**

Service Coordination	\$17,523.00
Website Maintenance	
Information and Resources	
Family to Family Outreach	

**Total**    \$70,098.00

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 \$70,098.00.

**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, Suite. 20, Concord, NH 03301  
Attention: Sharon B. DeAngelis, Business Administrator

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Date   8/2/13

**EXHIBIT C  
SPECIAL PROVISIONS**

**Special Considerations**

1. 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 \$2,000,000 general aggregate and umbrella liability each occurrence \$1,000,000;

Page 5 of 10

Contractor Initials lf  
Date 8/2/13

## 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.

Page 6 of 10

Contractor Initials   JLF    
Date   8/2/13

- 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.

- 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 WJ  
 Date 8/2/13

- 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 Ref  
Date 8/2/13

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

**Brain Injury Association of New Hampshire**

Laura Flashman  
Signature of Authorized Representative

Laura Flashman  
Name of Authorized Representative

President BIANH  
Title of Authorized Representative

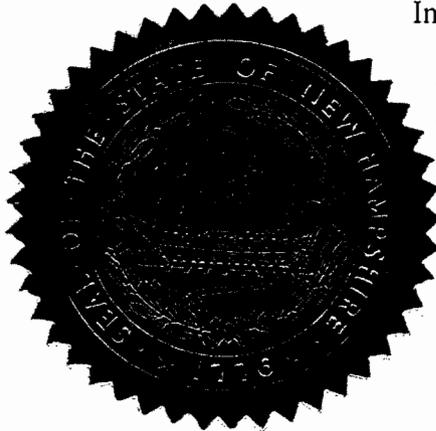
Aug 2, 2013  
Date

Contractor Initials lf  
Date 8/2/13

# 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 BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 15, 1983. 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 30<sup>th</sup> day of July A.D. 2013

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

William M. Gardner  
Secretary of State

Laura Flashman <sup>for Freddi Gale</sup>, Clerk/Secretary of Brain Injury Association of New Hampshire do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on Aug, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation;
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on June 7, 1997
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and that Laura Flashman had authority to sign the contract on September 15, 2010.  
Aug. 2, 2013
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Laura Flashman President

Amy Messer, Vice President

Freddi Gale, Secretary

David Jenkins, Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 2<sup>nd</sup> day of August 20 13.

(Corporate Seal if any)

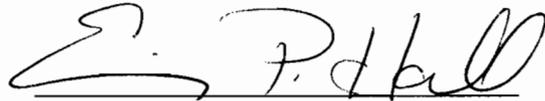
Laura A. Flashman  
Clerk/Secretary

**(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)**

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On August 2, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace  
Comm Exp Feb. 22, 2017

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

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

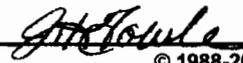
<b>PRODUCER</b> Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	<b>CONTACT NAME:</b> Stephanie Lamere <b>PHONE (A/C, No, Ext):</b> 603 225-6611 <b>FAX (A/C, No):</b> 603-225-7935 <b>E-MAIL ADDRESS:</b> Slamere@davistowle.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Co. INSURER B : Peerless Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Brain Injury Association of NH 109 North State Street, Suite 2 Concord , NH 03301-4334	NAIC #

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK912654	08/24/2012	11/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK912654	08/24/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB394574	08/24/2012	11/01/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			WC9511750	08/24/2013	11/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

<b>CERTIFICATE HOLDER</b> State of NH, Dept of Ed, Div of Adult Learning and Rehab 21 South Fruit St Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2011 AND 2010

<b>ASSETS</b>	<u>2011</u>	<u>2010</u>
Cash and Cash Equivalents	\$ 1,009,590	\$ 713,254
Grants/Contracts Receivable	44,778	249,861
Other Receivables	9,156	-
Prepaid Expenses	2,197	3,875
Property and Equipment, Net	7,119	7,914
Security Deposits	<u>1,200</u>	<u>1,200</u>
<b>Total Assets</b>	<b>\$ <u>1,074,040</u></b>	<b>\$ <u>976,104</u></b>
<b>LIABILITIES</b>		
Accounts Payable	\$ 62,263	\$ 57,963
Bingo Carryover Prizes	31,957	13,654
Loans Payable	<u>57,350</u>	<u>125,000</u>
<b>Total Liabilities</b>	151,570	196,617
<b>NET ASSETS</b>		
Unrestricted	<u>922,470</u>	<u>779,487</u>
<b>Total Net Assets</b>	<u>922,470</u>	<u>779,487</u>
<b>Total Liabilities and Net Assets</b>	<b>\$ <u>1,074,040</u></b>	<b>\$ <u>976,104</u></b>

See accompanying notes and auditor's report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010**

<b>UNRESTRICTED NET ASSETS</b>	<u>2011</u>	<u>2010</u>
<b>SUPPORT AND REVENUE</b>		
Program Income	\$ 666,751	\$ 550,181
Grants	115,973	103,219
Contributions	199,260	132,207
Fund Raising	114,259	135,843
Memberships/Sponsorships	8,740	16,430
Registration Fees	39,781	55,820
Other Revenue	11,952	7,848
Interest Income	1,125	1,452
Special Events - Bingo	<u>2,377,167</u>	<u>2,320,817</u>
<b>Total Support and Revenue</b>	<b><u>3,535,008</u></b>	<b><u>3,323,817</u></b>
 <b>EXPENSES</b>		
Program Services	975,893	756,787
Management and General	169,371	132,867
Fund Raising	60,165	97,050
Special Events - Bingo	<u>2,186,596</u>	<u>2,163,801</u>
<b>Total Expenses</b>	<b><u>3,392,025</u></b>	<b><u>3,150,505</u></b>
 Change in Net Assets	 142,983	 173,312
Net Assets at Beginning of Year	<u>779,487</u>	<u>606,175</u>
Net Assets at End of Year	\$ <u><u>922,470</u></u>	\$ <u><u>779,487</u></u>

See accompanying notes and auditor's report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2011  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2010**

	<u>Program</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2011</u>	<u>Total 2010</u>
Salaries and Wages	\$ 582,726	\$ 97,234	\$ 22,338	\$ 702,298	\$ 587,613
Employee Benefits and Payroll Taxes	123,394	20,565	2,586	146,545	73,626
Office Rent	18,722	4,681	- -	23,403	23,098
Repairs and Maintenance	7,135	1,784	- -	8,919	6,867
Travel Expense	35,091	5,013	- -	40,104	30,306
Telephone	14,902	3,725	- -	18,627	16,705
Office Expense and Postage	27,325	6,832	- -	34,157	26,437
Printing	21,683	3,097	- -	24,780	15,066
Conferences and Training	33,495	3,722	- -	37,217	37,316
Dues and Subscriptions	26,604	2,956	- -	29,560	21,455
Insurance	12,861	1,837	- -	14,698	13,514
Professional Fees	21,508	3,072	- -	24,580	27,107
Marketing and Advertising	3,679	- -	- -	3,679	11,100
Special Events	- -	- -	35,241	35,241	35,847
Donations	- -	9,732	- -	9,732	11,137
Contract Services	37,659	- -	- -	37,659	38,106
Service Fees	- -	4,522	- -	4,522	4,133
Support Group Expenses	<u>6,715</u>	<u>- -</u>	<u>- -</u>	<u>6,715</u>	<u>4,076</u>
Total Before Depreciation	973,499	168,772	60,165	1,202,436	983,509
Depreciation	<u>2,394</u>	<u>599</u>	<u>- -</u>	<u>2,993</u>	<u>3,195</u>
Total Functional Expenses	\$ <u>975,893</u>	\$ <u>169,371</u>	\$ <u>60,165</u>	\$ <u>1,205,429</u>	\$ <u>986,704</u>

See accompanying notes and auditor's report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2011</u>	<u>2010</u>
Change in Net Assets	\$ 142,983	\$ 173,312
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	2,993	3,195
(Increase) Decrease In:		
Grants/Contracts Receivable	205,083	45,413
Other Receivables	(9,156)	- -
Prepaid Expenses	1,678	2,618
Increase (Decrease) In:		
Accounts Payable	4,300	(4,441)
Bingo Carryover Prizes	<u>18,303</u>	<u>(31,469)</u>
Net Cash Provided (Used) by Operating Activities	366,184	188,628
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Property and Equipment	<u>(2,198)</u>	<u>(1,508)</u>
Net Cash Provided (Used) by Investing Activities	<u>(2,198)</u>	<u>(1,508)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Capital Lease Obligation	- -	(316)
Line of Credit - Bank	<u>(67,650)</u>	<u>84,500</u>
Net Cash Provided (Used) by Financing Activities	<u>(67,650)</u>	<u>84,184</u>
Increase (Decrease) in Cash and Cash Equivalents	296,336	271,304
Beginning Cash and Cash Equivalents	<u>713,254</u>	<u>441,950</u>
Ending Cash and Cash Equivalents	\$ <u><u>1,009,590</u></u>	\$ <u><u>713,254</u></u>

See accompanying notes and auditor's report.

## 2012-2013 BOARD OF DIRECTORS

### Term Ending 2013

Courtney Barlotta (student rep)

Jared Green, Esq.  
Abramson, Brown & Dugan

Jeanne McAllister

Derrick Beaudin (student rep)

Dr. Ted King

Michael Palmieri, President/CEO  
Havenwood Heritage Heights

Laura Decoster, ATC  
NH Musculoskeletal Institute

Jon Lanteigne

Garry Sherry  
NCIL

Freddi Gale, CBIS, Prg Direct.  
North Country Indep. Living

Jeannine Leclerc

Joe Viana

Phillip Girard  
Office of Telemedicine for DVBIC

Eldon Munson, Jr.

Ellen Keith, MSW

William Storo, M.D.  
Dartmouth-Hitchcock Medical Ctr

### Ex officio members

John Capuco, Psy.D.  
Dir. of BI Services

Joy Kiely  
SAU#64

John Richards

Term Ending 2015  
Donna Beaudin  
Program Director  
Northeast Rehab Hospital

Margaret Lins, RN, MS  
Crotched Mountain Comm. Cntr

Newton Kershaw, Jr.

Art Maerlender, PhD

Rocco A. Chiappini, M.D.

Rosalie Johnson

All are volunteers.

Term Ending 2014  
Lisa Martel, LCSW  
Manchester VA Hospital

Elizabeth Kenney

2013 - 2014 SILC Grant

Judy – \$42,822 (1 FTE) Case Manager

Beth – \$39,442 (.925 FTE) Case Manager

Barbara – \$26,520 (.75 FTE) Transition Coordinator

Maureen – \$28,922 (.675 FTE) Case Manager

Corina – \$32,760 (.875 FTE) Case Manager

Melanie – \$36,400 (1 FTE) Case Manager

Faye - \$20,150 (.625 FTE) Program and Services Assistant/Information and Resources

Molly - \$26,000 (.5 FTE) Case Manager

Jose - \$29,120 (.4 FTE) IT/Website

Erin - \$72,000 ( 1 FTE) Director of Programs and Services

**BY-LAWS  
OF THE  
BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE**

**ARTICLE I  
NAME**

The name of the corporation is Brain Injury Association of New Hampshire (herein referred to as the Association). The Association also transacts business from time to time as BIANH.

**ARTICLE II  
PURPOSES**

The mission of the Association is to improve the quality of life of persons with brain injury and their families, and to reduce the incidence and severity of brain injury. In aid thereof, the goals of the Association include, but are not limited to, the following:

- a. To foster and promote the welfare, rights, and dignity of individuals experiencing disability caused by acquired brain injury.
- b. To increase awareness of the incidence and the consequence of brain injury among the public, professionals, persons with brain injury and their family members;
- c. To serve as an information and resource center for persons with brain injury, their families and friends, and providers and professionals in the field of brain injury treatment and rehabilitation;
- d. To foster and promote a network of support for persons with brain injury, their families and friends;
- e. To advocate, foster and promote the research and development for, and establishment of, rehabilitation programs and services for persons with brain injury;
- f. To support the development of highest standards of quality care and ethical practices in the field of brain injury;
- g. To advocate for public policy which recognizes and addresses the problems of persons with brain injury, their families and care providers;
- h. To increase awareness in and among the public of the importance of safety and prevention in reducing the incidence or severity of brain injury; and
- i. To advocate, foster and promote activities and legislation aimed at accomplishing the above purposes.

## ARTICLE III MEMBERS

Section 1. Eligibility. Any legal resident of the State of New Hampshire is eligible to be a Member of the Association upon payment of annual dues as fixed from time to time by the Board of Directors. The Board of Directors shall have the power to confer upon any legal resident of the State of New Hampshire an honorary or courtesy membership without the payment of annual dues by such honorary member and courtesy member. Honorary members and courtesy members shall not be entitled to vote.

Section 2. Place of Meeting. All meetings of the Members of the Association shall be held at such time and place as may from time to time be fixed by the Board of Directors or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 3. Annual Meetings. The annual meeting of the Members shall be held in June, or on the date and at such hour as may be fixed by the Board of Directors and stated in the notice of such meeting or on such other date and at such time as shall be stated in the notice of the meeting or otherwise specified by the President. The Secretary shall serve personally, or by mail, a written notice not less than ten (10) days before such meeting, addressed to each Member at each Member's respective address; but at any meeting at which all Members not present shall have waived notice in writing, the giving of notice as above required may be foregone.

Section 4. Special Meetings. A special meeting of the Members for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the President, or Vice President, or by a majority of the Board of Directors, or upon written application therefore to the Secretary by at least ten members. Written notice of such meeting, stating the purpose for which it is called shall be served personally, or by mail, not less than ten (10) days before the date set for such meeting. If mailed, it shall be directed to every Member at each Member's respective address; but at any meeting at which all Members shall be present, or of which all Members not present have waived notice in writing, the giving of notice as above-required may be foregone. No business other than that specified in the call for the meeting shall be transacted at any special meeting of the Members.

Section 5. Quorum. At each meeting of the Members, the presence, in person or by proxy, of twenty (20) voting Members, shall constitute a quorum for the transaction of business except where otherwise provided by law or by the Articles of Agreement of the Association or any amendment thereto. In the absence of a quorum at any meeting or any adjournment thereof, the Members of the Association present in person or by proxy shall have the power to adjourn the meeting from time to time, until additional Members necessary to constitute a quorum shall be present or represented. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called. Notice of any adjourned meeting of the Members shall not be required to be given, except when expressly required by law.

Section 6. Organization. The President or, in the absence of the President or Vice President, or a chairman designated by the Board of Directors or by the Members shall preside at every meeting of the Members. In the absence of the Secretary, the presiding officer shall appoint a secretary pro tempore.

**Section 7. Voting.**

(a) Each Member of the Association who has attained the age of eighteen (18) years shall, except as otherwise provided by law, by the Articles of Agreement of the Association or these By-laws, at every meeting of the Members be entitled to one vote in person or by proxy. Honorary Members shall not be entitled to vote.

(b) At any meeting of Members at which a quorum is present, a majority represented thereat in person or by proxy shall decide any question brought before such meeting unless a larger or different vote or proportion is required by law or by the Articles of Agreement of the Association or by these By-laws.

(c) All voting shall be by voice vote, except that a written ballot may be used when so requested by a majority of the Members present at the meeting. If a written ballot shall be used, then each ballot shall state the name of the Member voting, and if such ballot be cast by proxy, the name of the proxy.

**Section 8. Members' Action Without Meeting.** Any action which, under any provision of the New Hampshire Business Association Act, RSA 293-A, may be taken at a meeting of shareholders, may be taken by all of the Members without such a meeting if consent in writing, setting forth the action so taken or to be taken, is signed severally or collectively by all of the Members. The Secretary shall file such consent or consents with the minutes of the meetings of the Members.

**Section 9. Suspension, Expulsion and Refusal of Membership.** The Board of Directors, or the Executive Committee, shall, in their sole and absolute discretion, have the power to suspend or expel any Member or refuse membership to any individual whom shall violate any provision of these By-laws or do any act injurious to the Association, or who refuses or neglects to comply with any rule, regulation, resolution, order or directions of the Board of Directors or of a duly authorized committee thereof, or whose membership would or might be detrimental to the best interests of the Association. Any such Member shall be given notice not less than ten (10) days in advance of a meeting of the Board of Directors at which the matter of suspension, expulsion or refusal of membership shall be considered and shall be given an opportunity to be heard by the Board of Directors upon a request for reconsideration.

**ARTICLE IV  
BOARD OF DIRECTORS**

**Section 1. General Powers.** The property, affairs and business of the Association shall be controlled and managed by the Board of Directors. Without limiting the generality of the foregoing, such control shall include the power to: hire employees, professional, clerical and secretarial; enter into employment agreements with employees where deemed advisable; determine levels of employee compensation, including wages, salaries, bonuses and other fringe benefits; terminate the employment of an employee; determine conditions of employment, including hours of work, work responsibility, vacation time, and sick leave; authorize the purchase or rental of property, determine annual dues of the Members and determine all policies of the Association with regard to the conduct of the business of the Association. The Board of Directors may from time to time delegate particular responsibilities to specified officers or Committees of the Association as it shall deem advisable. They may adopt such rules and regulations for the conduct of their meeting and the management of the Association not inconsistent with these By-laws, the Association's Articles of Agreement, or the laws of the State of New Hampshire, as they may deem proper.

Section 2. Number and Qualifications. The number of Directors of the Association shall be not less than twelve (12), nor more than thirty-five (35), each of whom shall be of lawful age, and a member in good standing of the Association. The number of Directors may be increased or diminished by action of a majority of the Board of Directors at any regular or special meeting, except that no such action shall be effective to remove any Director then in office.

Section 3. Voting. Each Director shall have the full right to vote and participate in the management and affairs of the Association.

Section 4. Term of Office. Each Director shall continue in office for a term of three (3) years and until his or her successor shall have been appointed and shall have been qualified, or until his or her death, resignation or removal in the manner hereinafter provided. Terms of office shall be staggered so that approximately one-third (1/3) of the elected Directors shall complete a term of office within the same year.

Section 5. Election. Directors shall be elected at each annual meeting of the Association, or if such annual meeting is not held or Directors are not there elected, then Directors may be elected at a special meeting of members held for that purpose as soon thereafter as may be convenient. Each Director shall hold office for a term of three (3) years, until his or her resignation, removal from office, or death, or until his or her successor be duly elected and qualified.

a. Nominating Committee. At the regular March Board meeting, the President shall appoint, subject to approval by the Board of Directors, a Nominating Committee of at least three but not more than five members of the Association. The President shall designate the chairman of the committee.

Prior to the April Executive Committee meeting, the Nominating Committee shall present to the President a slate of candidates equal to the number of vacancies to serve three-year terms to replace the directors whose regular terms are expiring. No Board member who has served two consecutive three-year terms is eligible for election for a third term.

b. Publicity of Nominations. Upon receipt of the report of the Nominating Committee, the Executive Director shall immediately notify the membership by mail of the names of persons nominated as candidates for director and the right of petition.

c. Nominations by Petition. Additional names of candidates for directors can be nominated by petition bearing the original signatures of at least thirty-five per cent (35%) of the qualified members of the Association. Such petition shall be filed with Nominating Committee within ten (10) days after notice has been given of the names of those nominated. The determination of the Nominating Committee as to the legality of the petitions(s) shall be final.

d. Determination. If no petition is filed within the designated period, the nominations shall be closed and the nominated slate of candidates shall be declared elected by the Board of Directors at the Annual Meeting in June.

If a legal petition shall present additional candidates, the names of all candidates shall be arranged on a ballot in alphabetical order. Instructions will be to vote for (number of vacancies) candidates only. The Executive Director shall mail this ballot to all active members at least 15 days before the Annual meeting.

The ballots shall be marked in accordance with instructions printed on the ballot and returned to the Association office within ten (10) days. The Board of Directors shall at its Annual Meeting declare the number of candidates equal to the number of vacancies with the greatest number of votes elected.

Section 6. Successive Terms. Upon completion of two (2) successive three (3) year terms, a Director may again be nominated to serve as a Director, provided that such nomination is not to a term successive with such terms, unless such Director is also elected by the Board of Directors to serve as an officer of the Association as provided in Article VII hereof.

Section 7. Quorum and Manner of Acting. A majority of the total number of Directors entitled to vote and then holding office shall constitute a quorum for the transaction of business at any meeting except where otherwise provided by statute, the Association's Articles of Agreement or these By-laws. Less than a quorum may adjourn the meeting. At all meetings of the Board of Directors, each Director present shall have one vote. At all meetings of the Board of Directors, all questions, the manner of deciding which is not specifically regulated by statute or the Association's Articles of Agreement, shall be determined by a majority of the Directors present at the meeting.

Section 8. Place of Meeting, Etc. The Board of Directors may hold its meetings and have one or more offices at such places within or without the State of New Hampshire as the Board from time to time may determine or, in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 9. Books and Records. The correct and complete books and records of account and minutes of the proceedings of Members and the Board of Directors shall be kept by the Secretary of the Association.

Section 10. First Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business as soon as practicable after each annual election of Directors on the same day and at the same place at which regular meetings of the Board are held or as may be otherwise provided by resolution of the Board. Notice of such meeting need not be given. Such meeting may be held at any other time or place, which shall be specified in a notice given as hereinafter, provided for special meetings of the Board of Directors or in a consent and waiver of notice thereof signed by all the Directors.

Section 11. Regular Meetings. Regular meetings of the Board of Directors shall be held at such places and at such times as the Board shall from time to time by resolution determine. Notice of regular meetings need not be given.

Section 12. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the President or by the Secretary at the request of any four (4) Directors at the time being in office. Notice of each such meeting shall be mailed to each Director, addressed to such Director at his or her residence or usual place of business, at least five (5) days before the day on which the meeting is to be held, or shall be sent to him or her at such place by telegraph, cable, facsimile, radio or wireless, or be given personally or by telephone, not later than the day before the day on which the meeting is to be held. Every such notice shall state the time and place of the meeting, and shall state the agenda of items to be discussed at such meeting. No business other than that specified in the agenda contained in the notice for the meeting shall be transacted at any special meeting of the Board of

Directors, without the unanimous written consent of each of the Directors. Notice of any meeting of the Board need not be given to any Director, however, if waived by him or her in writing or by telegraph, cable, facsimile, radio or wireless, whether before or after such meeting be held, or if he or she shall be present at such meeting unless his or her attendance at the meeting is expressly for the purpose of objecting to the transaction of any business because the meeting is not lawfully convened; and any meeting of the Board shall be a legal meeting without any notice thereof having been given, if all of the Directors shall be present thereat.

Section 13. Resignations. Any Director of the Association may resign at any time by giving written notice to the President or to the Secretary of the Association. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 14. Removal of Directors. Any Director may be removed, either with or without cause, at any time, by a majority vote of the Members at a duly called meeting of the Members of the Association.

Section 15. Vacancies. Any vacancy in the Board of Directors caused by death; resignation or removal may be filled in by a majority vote of the remaining directors. A Director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office or until the next meeting of the members, if sooner.

Section 16. Compensation. Directors shall receive no compensation for attendance at regular or special meetings or for services rendered to the Association, but may be reimbursed for actual expenses incurred in attending regular or special meetings or incidental to services performed for the Association.

Section 17. Directors' Participation in Meeting By Telephone. A Director may participate in a meeting of the Board of Directors by means of conference telephone or similar communication equipment enabling all Directors participating in the meeting to hear one another. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 18. Directors' Action Without Meeting. If all the Directors entitled to vote and then holding office severally or collectively consent in writing to any action taken or to be taken by the Association, such action shall be valid as though it had been authorized at a meeting of the Board of Directors. The Secretary shall file such consent or consents with the minutes of the meetings of the Board of Directors.

## ARTICLE VI COMMITTEES OF BOARD OF DIRECTORS

1. Generally. The Standing Committees of the Association shall be the Executive Committee, the Survivor Council, the Family Council, the Professional/Provider Council, the Nominating Committee, the National Liaison Committee, and the Budget and Finance Committee.

The Board of Directors may establish such other committees, including Standing Committees, as it deems appropriate from time to time.

The Chair of a Standing Committee shall be appointed by the President. Each Standing Committee shall have at least one or more members of the Board of Directors as a member, but, unless otherwise specified, other committee members need not be Directors. Each member of a committee who is a

Director shall serve in that position concurrently with the term of his or her Directorship during which he or she is elected or appointed to the committee.

Each standing committee may meet at a stated time or upon notice by the committee Chair to all members.

2. Executive Committee. The Executive Committee shall consist of no more than the President, who shall be Chair of the Executive Committee, the Vice-President, the Treasurer, the Secretary, the Executive Director, who shall be an ex-officio member, immediate past presidents of the Association, one at-large member of the Board of Directors, one provider representative, one professional representative, one survivor representative and one family representative. Representative and at-large members shall be appointed by the President.

Except as otherwise provided herein, the Executive Committee shall have all powers and full authority of the Board of Directors, except the election of Directors, officers or members of the Executive Committee.

3. Survivor Council. The Survivor Council is representative of and directed by brain injury survivors within the Association. The Survivor Council consults with survivors within the Association and makes recommendations to the full Board of Directors on issues of concern to the brain injury community.

4. Family Council. The Family Council is representative of and directed by family members within the Association. The Family Council consults with family members within the Association and makes recommendations to the full Board of Directors on issues of concern to the brain injury community.

5. Professional/Provider Council. The Professional/Provider Council is representative of and directed by brain injury survivors, family members and community providers within the Association. The Professional/Provider Council consults with survivors, family members and community providers within the Association and makes recommendations to the full Board of Directors on issues of concern to the brain injury community.

6. Budget and Finance Committee. The Budget and Finance Committee shall be composed of not fewer than the Treasurer, who shall be the Chair of the Committee, and two other committee members.

The Finance Committee shall consider and make recommendations concerning the budget and finances of the Association, financial reports, budgets, audits, indebtedness, and related matters.

7. Nominating Committee. At the regular March Board meeting, the President shall appoint, subject to approval by the Board of Directors, a Nominating Committee of at least three but not more than five members of the Association. The President shall designate the chairman of the committee.

8. The National Liaison Committee. This committee shall serve as the liaison between the Association and the National organization.

## ARTICLE VII OFFICERS

Section 1. Number. The officers of the Association may include a President and one or more Vice Presidents and shall include a President, a Treasurer, and a Secretary who shall be the registered agent and such other officers as the Board of Directors may from time to time deem appropriate. One person may hold the offices and perform the duties of more than one of said officers.

Section 2. Election, Term of Office and Qualifications. The officers shall be elected annually by and from among the Board of Directors, ordinarily for a term of two (2) years. Each officer shall hold office until a successor to such office shall have been elected and shall have qualified, or until the death, resignation, or removal of such officer in the manner hereinafter provided. Officers shall not serve more than two (2) consecutive two (2) year terms.

Section 3. Removal. The Board of Directors may remove any officer whenever in its judgment the best interests of the Association will be served by such action.

Section 4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these By-laws for election or appointment to such office.

Section 6. The President. The President shall be elected from among the Directors and shall, if present, preside at all meetings of the Members and of the Board of Directors. Subject to the direction of the Board of Directors, the President of the board shall have general supervision of the affairs of the Board and the Association and shall consult with and advise the Executive Director in the direction and management of the Association's day -to- day business and affairs and shall also perform such other duties as may from time to time be assigned by the Board of Directors. The President shall sign or countersign all certificates, contracts and other instruments of the Association as authorized by the Board of Directors, and shall perform all such other duties as from time to time may be assigned to him or her by the Board of Directors or the Executive Committee.

Section 7. The Vice President. The Vice President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe. At the request of the President, or in case of the President's absence or inability to act, the Vice President may act in the President's place, and when so acting shall have all the powers and be subject to all the restrictions of the President.

Section 8. The Secretary. The Secretary, who shall be an inhabitant of the State of New Hampshire and shall keep an office therein, shall be the registered agent of the Association; shall keep or cause to be kept in books provided for the purpose the minutes of the meetings of the Members and of the Board of Directors; shall see that all notices are duly given in accordance with the provisions of these By-laws and as required by law; shall be the custodian of the records and of the seal of the Association and see that the seal is affixed to all documents the execution of which on behalf of the Association under its seal is duly

authorized in accordance with the provisions of these By-laws; and in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him or her by the Board of Directors or by the President.

Section 9. The Treasurer. The Treasurer shall be the financial officer of the Association; shall have charge and custody of, and be responsible for, all funds of the Association, and deposit all such funds in the name of the Association in such banks, trust companies or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Association from any source whatsoever; and in general, shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors or by the President.

Section 10. Executive Director. Subject to the supervisory powers of the Board of Directors, the Executive Director shall be the chief administrative and executive officer responsible for the day-to-day operations of the Association. The Executive Director shall manage the principal office and shall hire, fire, supervise and direct the staff of the Association. The Executive Director shall also be responsible for all expenditures with approved budget allocations.

The Executive Director shall serve as an advisor to the President on program planning and shall assemble information and data and cause to be prepared special reports as directed by the program of the Association.

The Executive Director shall be an ex-officio non-voting member of the Board Directors, the Executive Committee, and all committees. The Executive Director shall have the general powers and duties of management usually vested in the office of Executive Director of a corporation and such other powers and duties as may be prescribed by the Board of Directors or these bylaws.

Section 11. Compensation. Officers shall receive no compensation for attendance at regular or special meetings or for services rendered to the Association, but may be reimbursed for actual expenses incurred in attending regular or special meetings or incidental to services performed for the Association. This section shall not apply to the Executive Director.

## ARTICLE VIII CONTRACTS, CHECKS, NOTES, ETC.

Section 1. Execution of Contracts. All contracts and agreements authorized by the Board of Directors, and all checks, drafts, notes, bonds, bills of exchange and orders for the payment of money shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any two of the following officers: The President, President, Vice President, Treasurer, Secretary, Assistant Secretary or Executive Director. The Board of Directors may, however, authorize any one of said officers to sign checks, drafts and orders for the payment of money singly and without necessity of countersignature, and may designate officers and employees of the Association other than those named above or different combinations of such officers and employees, who may, in the name of the Association, execute checks, drafts, and orders for the payment of money on its behalf.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no negotiable paper shall be signed in its name unless authorized by resolution of the Board of Directors. When authorized by the Board of Directors so to do, any officer or agent of the Association thereunto authorized may effect

loans and advances at any time for the Association from any bank, trust company or other institution, or from any firm, Association or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Association and, when authorized so to do, may pledge, hypothecate or transfer any securities or other property of the Association as security for any such loans or advances. Such authority may be general or confined to specific instances.

#### ARTICLE IX SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Association and words and figures indicating the year and state in which the Association was incorporated.

#### ARTICLE X FISCAL YEAR

The fiscal year of the Association is the calendar year or such other year as fixed by the Board of Directors.

#### ARTICLE XI WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or Director by these By-laws or the Articles of Agreement or the laws of the State of New Hampshire, a waiver of the notice in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to giving the notice.

#### ARTICLE XII AMENDMENTS

These By-laws may be altered, amended, repealed or supplemented, subject to appeal or change by the Members, by an affirmative vote of a two-thirds (2/3) majority of the full Board of Directors, at any meeting or special meeting of the Board of Directors called for the purpose, provided that notice of the proposed change is given in the notice of the meeting.

#### ARTICLE XIII INDEMNIFICATION

Section 1. Personal Liability of Officers and Directors. Each Director and Officer shall be indemnified by the Association against personal liability to the Association or its Members for monetary damages for breach of fiduciary duty as a Director or Officer, or both, except with respect to:

1. Any breach of the Director's and/or Officer's duty of loyalty to the Association or its Members;

2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; or

3. Any transaction from which the Director, Officer, or both, derived any improper personal benefit.

Section 2. Indemnification by Association. To the extent permitted by law, the Association shall indemnify any person serving or who has served as a Director, trustee, officer, employee, or agent of any organization in which the Association owns shares of or of which it is a creditor, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or settlement, as fines or penalties, or as attorney fees reasonably incurred in connection with the defense or disposition of any action, suit, or other proceeding, whether civil, criminal, or administrative, in which he or she may be involved or with which he or she may be threatened by reason of his being or having been an officer, Director, trustee, employee or agent of the Association, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation.

As to the matter disposed of by a compromise payment by a Director, officer, trustee, employee or agent, pursuant to a consent decree or otherwise, no indemnification shall be provided unless:

a. such compromise is approved by a disinterested majority of the Directors then in office, as being in the best interests of the Association, after notice that the compromise involves indemnification; or

b. in the absence of action by a disinterested majority of the Directors, at the request of a majority of the Directors then in office, an opinion in writing has been obtained from independent legal counsel to the effect that the Director or Officer sought to be indemnified appears to have acted in the reasonable belief that his or her action was in the best interest of the Association.

From time to time, the Association may pay expenses, including attorney fees, reasonably incurred by the Director, officer, trustee, employee or agent, in connection with the defense or disposition of an action, suit, or other proceeding, in advance of the final disposition thereof, upon receipt of the undertaking by such person to repay the amounts paid by the Association if it is ultimately determined that indemnification is not authorized under this article.

The right of indemnification hereby provided shall not be exclusive or affect any other right to which a Director, officer, trustee, employee or agent may be entitled. Nothing contained herein shall affect any right of indemnification to which personnel may be entitled, by contract or by law.

For purposes of this article only, the terms "Director," "officer," "trustee," "employee," and "agent" shall include the respective heirs, executors, and administrators of any such person. An "interested" Director, officer, trustee, employee, or agent is one against whom, by reason of such capacity, the proceedings in question or other proceeding on the same or similar grounds is then pending.

Section 3. No Liability for Debts of Association. No member, Director, officer, or agent of the Association shall be personally liable for any debt, liability, or obligation of the Association. All persons, corporations or other entities extending credit to, contracting with, or having claim against the Association may look only to the funds and property of the Association for payment of any such contract

or claim or for payment of the debt, damages, judgment or decree, or any money that may otherwise become due or payable from the Association.

#### ARTICLE XIV TAX EXEMPT STATUS

These By-laws of the Association shall at all times be so construed and limited as to enable the Association to qualify and to continue qualifying as a voluntary charitable Association organized and existing under the provisions of Chapter 292 of the Revised Statutes Annotated of the State of New Hampshire, as amended, and as a tax exempt charitable organization organized and operated for any purpose for which an organization may be exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

#### ARTICLE XV AWARDS

1. Nature of Awards. The Board of Directors of the Association may from time to time establish and grant special awards to acknowledge the contributions of individuals or institutions to the achievement of the mission and goals of the Association. For any such award, the Board shall appoint a committee, composed of not fewer than three members, which shall recommend the name or names of a prospective award recipient or recipients to the Executive Committee. The Executive Committee shall determine, by majority vote, whether and to whom an award shall be presented.