

Bylaws

Of

***THE ALLIANCE OF TBI & NHTD WAIVER
PROVIDERS, INC.***

A Not-for-Profit Corporation
208 West Main St.
Elbridge, New York 13060
Date Approved: June 4, 2014

ARTICLE 1. NAME

1.1 Name. The name of the corporation is The Alliance of TBI & NHTD Waiver Providers, Inc. (hereafter referred to as “The Alliance” or the “corporation”).

ARTICLE 2. IDENTITY AND PURPOSE

2.1 Identity. The Alliance is a corporation organized under the New York State Not-for-Profit Corporation Law.

2.2 Mission Statement. The Alliance is a not-for-profit organization whose mission is to strengthen, unite, and advocate for NYS Department of Health Waiver Providers and ensure the quality and ongoing viability of statewide waiver programs.

ARTICLE 3. OFFICES

3.1 Principal Office. The Alliance shall maintain as its principal office a registered office in the State of New York.

3.2 Other Offices. The corporation may have such other offices, either within or without the State of New York and County of Onondaga as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

3.3 Books and Records. Books of accounts of the transactions of the Alliance shall be kept at the principal office and shall be open for inspection as required by law.

ARTICLE 4. MEMBERSHIP

4.1 Membership. The Alliance shall have a minimum of five members. Any organization, agency, or independent provider of Waiver services under the NYS DOH TBI and/or NHTD HCBS Waiver is eligible for membership in the Alliance. In addition, any individual or organization who is interested in supporting the mission of the Alliance may become a member. Those seeking membership in the Alliance shall fill out an application for membership and the Board shall have the right to approve or deny any application. No person shall be excluded from membership, or otherwise discriminated against within the organization because of race, color, sex, religion, national origin, age, economic status, or sexual orientation. The ultimate authority for the Alliance shall reside in the Membership.

A list or record of members entitled to vote, certified by the corporate officer responsible for its preparation or by a transfer agent, shall be produced at any meeting of members upon the request therefor of any member who has given written notice to the corporation that such request will be made at least ten days prior to such meeting. If the right to vote at any meeting is challenged, the inspectors of election, or the person presiding thereat, shall require such list or record of members to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list or record to be members entitled to vote thereat may vote at such meeting.

The board may fix, in advance, a date as the record date for the purpose of determining the members entitled to notice of any meeting of members or any adjournment thereof. Such record date shall not be more than fifty nor less than ten days before the date of the meeting.

4.2 Meetings of Members. There shall be at least one annual meeting of the Membership each year, in accordance with New York State law to conduct official business of the Alliance. This meeting shall occur in June of each year and shall be the Elections Meeting each year. At the Elections Meeting, members shall elect members to the Board of Directors each year. A candidate who wishes to serve on the Board of Directors must give written notice to the Nominating Committee at least three months prior to the Elections Meeting. Each candidate shall provide a biographical description to the Nominating Committee. The Nominating Committee shall distribute these biographies to the Membership by April 15th each year.

Special meetings of members may be called at any time at the discretion of the Board of Directors or by a written request from 10% of the Membership. A meeting of members shall be held at the time and place set forth in the notice of meeting.

Whenever members are required to take any action or vote (other than at the annual meeting), such action may be taken without a meeting upon the consent of all of the members entitled to vote thereon, which consent shall set forth the action so taken. Such consent may be written or electronic. If written, the consent must be executed by the member by signing such consent or causing his/her signature to be affixed to such waiver by any reasonable means including but not limited to facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can be reasonably determined that the transmission was authorized by the member. Written or Electronic consent thus given by all members entitled to vote shall have the same effect as a unanimous vote of members and any certificate with respect to the authorization or taking of any such action which is delivered to the department of state shall recite that the authorization was by unanimous written consent.

4.3 Notice of Meetings. Notice of each meeting of members shall be given to each member entitled to vote at such meeting as established by the Secretary on the record date. Notice must be given by the Secretary personally, by mail, or by facsimile transmission or by electronic mail. If notice is given personally, by first class mail, or by facsimile transmission or by electronic mail, it shall be given not less than ten (10) nor more than fifty (50) days before the meeting. If notice is mailed by any other class of mail, it shall be given not less than thirty nor more than sixty days before the date of the meeting. Such notice shall set forth the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes, of the meeting.

If mailed, such notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the member at his/her address as it appears on the record of members, or, if he/she shall have filed with the Secretary of the corporation a written request that notices to him be mailed to some other address, then directed to him/her at such other address. If notice is sent by facsimile transmission or mailed electronically, such notice is given when directed to the member's fax number or e-mail address as it appears on the record of members, or, to such fax number or other e-mail address as filed with the Secretary of the corporation. Notwithstanding the foregoing, such notice shall not be deemed to have been given electronically 1) if the corporation is unable to deliver two consecutive notices to the member by fax or e-mail; or 2) the corporation otherwise becomes aware that notice cannot be delivered to the member by fax or e-mail. An affidavit of the Secretary or other person giving the notice or of a transfer agent of the corporation that the notice required by the section has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. A corporation shall send notice of

meetings by first class mail to any member who requests in writing that such notices be delivered by such method.

Notice of meetings need not be given to any member who submits a waiver of notice, in person or by proxy, whether before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the member or the member's authorized officer, director, employee, or agent by signing such waiver or causing his/her signature to be affixed to such waiver by any reasonable means, including, but not limited to facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the member. The attendance of any member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

4.4 Quorum and Vote. Except as otherwise required by applicable law or these bylaws, ten percent of the members in good standing and eligible to vote or a minimum of 10 members eligible to vote (whichever is less), present in person, shall constitute a quorum for the transaction of all business at meetings of members, and the act of a majority of the members present at any meeting shall be the act of the members. At any meeting of members, each eligible member present (or if the member is an entity, then its one duly authorized representative present) shall be entitled to one vote. Any member who is either not in good standing or has not paid their dues by the record date set by the Board each year shall not be considered an eligible member for voting purposes at the annual meeting in June of that year or from that date forward for so long as their dues remain unpaid.

4.5 Proxies. Every member entitled to vote at a meeting of members may authorize another person or person to act for him/her by proxy provided that the proxy is less than eleven months old. Every proxy shall be revocable except as otherwise provided.

The authority of the holder of a proxy shall not be revoked by the death or incompetence of the member, unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the corporate Secretary.

A member shall not sell his vote or issue a proxy to vote to any person for any sum of money or anything of value.

A member may authorize another person to act for the member as proxy by signing or writing or causing his/her signature to be affixed to such writing, by reasonable means including by fax. A member may also authorize another person to act for the member by proxy by providing such authorization by e-mail to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person provided that any such authorization by e-mail shall either set forth information from which it can be reasonably determined that that authorization by e-mail was authorized by the member. If it is determined that such authorization by e-mail is valid, the inspectors or, if there are no inspectors, such other persons making that determination shall specify the nature of the information upon which they relied.

4.6 Dues. Alliance members shall be billed for dues by the Secretary who shall be responsible for membership processing. Dues notices shall be sent out in early February each year and they shall be due by March 1st. Annual dues shall be decided by the Board each year. The Secretary

shall keep accurate records of the transmission of dues from Members and shall maintain up-to-date membership records for the corporation. The Treasurer shall make quarterly reports to the Secretary.

4.7 Removal or Suspension. Voting Members may revoke or suspend the membership of another voting member by two-third majority vote of those present at a meeting. Members whose membership has been revoked are not entitled to a refund or compensation for any fees or contributions (monetary or otherwise) made to the Alliance. However, the voting Members of the Alliance may, as part of the revocation, provide a partial or full refund, compensation or otherwise return contributions at their discretion.

ARTICLE 5 BOARD OF DIRECTORS

5.1 Powers and Duties. The Board of Directors (hereafter referred to as the “Board of Directors” or “Board”) shall have general power to control and manage the affairs and property of the Alliance subject to applicable law and in accordance with the purposes and limitations set forth in the Certificate of Incorporation and herein. The Board shall set policy; shall manage the funds and property of the Alliance, shall approve the Alliance budget, shall devise measures for Alliance growth and effectiveness, shall serve as an advisory board for regional committees, shall be responsible for raising money for Alliance operating expenses and shall be responsible for the day to day operations of the Alliance.

5.2 Number, Election and Term of Office. The Alliance shall have a minimum of three individuals on their board of directors but may have as many as eighteen directors. Directors shall serve three year terms and the Board of Directors shall be staggered so that an equal (or relatively equal) number of director positions become available each year to provide continuity from year to year instead of a replacement of the entire board at one time. Any change to decrease the number of directors must be approved by a two-thirds majority of the eligible members present at the annual meeting or at such other meeting specifically called with appropriate notice for such purpose. To the extent it is feasible, the Alliance members shall endeavor to have a good cross-section of each of the regions presently serviced and the Nominating Committee shall endeavor to carry out that purpose in making recommendations for Board members to the membership for the election. The Board of Directors must be elected by the full membership at the annual meeting.

If additional directors are added in a given year, each additional director shall be allocated to one of the three staggered terms as evenly as possible. Each director shall have one vote at all meetings. Any new directors elected by the members at the annual meeting shall thereafter serve a three year term unless they are filling a vacancy and then the director elected at the special meeting of members shall only serve the balance of the unfilled term. Each director shall have one vote on all decisions.

Each director shall serve no more than three consecutive three year terms as an officer on the Board without having to relinquish that office for a period of one year unless there is

approval by a two-thirds majority of the other directors present at the annual meeting or at such other meeting specifically called with appropriate notice for such purpose.

5.3 Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this bylaw, during June each year and it shall be held immediately following the annual meeting of members. Regular meetings of the Board shall be held quarterly and may be held without notice if the time and place of such meetings are fixed by the Board. The Board of Directors may agree that a meeting is not necessary in a particular quarter. Notice of special meetings of the Board of Directors shall be held upon proper notice to the Directors. The Board of Directors may provide the time and place for the holding of additional special meetings of the board upon proper notice below.

5.4 Special meetings. Special meetings of the Board of Directors may be called by or at the request of the Board President or the written request of two board members. The person or persons authorized to call special meetings of the board may fix any reasonable place as the place for holding the special meeting of the board called by them.

5.5 Notice. Regular meetings of the Board of Directors may be held without notice quarterly if the time and place of such meetings is fixed at the annual meeting or by agreement of the Board of Directors at a subsequent quarterly meeting with notice to all directors.

Absent an emergency, notice of any special meetings of the Board of Directors shall be given to the directors upon at least 72 hours written notice that delineates the objective and agenda for the meeting when it convenes. Such notice of a special meeting shall be delivered personally, by facsimile, or by electronic mail. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.6 Informal Action of Board of Directors without Meeting. Any action required or permitted to be taken by the board may be taken without a meeting if all members of the board consent to the adoption of a resolution authorizing such action. Such consent may be written or electronic. If written, the consent must be executed by the director by signing such consent or causing his or her signature to be affixed to such consent by any reasonable meanings including, but not limited to, facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the director. The resolution and the written consents thereto by the members of the Board shall be filed with the minutes of the proceedings of the Board.

5.7 Manner of Acting Electronic Participation at Meetings. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws. Any one or more Board members or a committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting as long as all persons participating in the

meeting can hear each other at the same time and each director can participate in all matters before the board, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the board.

5.8 Quorum. A majority of the Board of Directors (including those participating by conference telephone or similar communications equipment meeting the requirements above) shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

5.9 Resignation or Removal of Directors. Any director may resign at any time by giving written notice to the Secretary of the Alliance. Such resignation shall take effect at any time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Any director who has three (3) unexcused absences in a given year from regularly scheduled Board meetings may be removed from the Board of Directors and the Board shall fill that vacancy. Any Director may also be removed for cause by a two-thirds (2/3) vote of the Directors present and voting at a regular or special meeting of the Board on notice, with the Director being considered for removal not participating in the vote. Directors may be removed without cause only by vote of the majority of the voting members who are present at a given annual or special meeting of voting members.

5.10 Compensation/ Limitation of Liability/ Indemnity. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors any director may be indemnified for expenses and costs, including attorneys' fees, actually paid and necessarily incurred by him/her in connection with any claim asserted against him/her, by action in court or otherwise, by reason of his/her being or having been such director, except in relation to such matters as to which he/she shall have been grossly negligent, have acted in bad faith, have been deliberately dishonest and were material to the cause of action or that he/she personally gained in fact a financial profit or other advantage to which he was not legally entitled. No loans shall be made by the Alliance to its directors or to any other corporation, firm, association or other entity in which one or more of its directors hold(s) a financial interest.

5.11 Directors and Officers' Insurance Coverage. The Alliance may purchase directors' and officers' liability insurance if authorized and approved by the Board of Directors. Such insurance shall be available to indemnify the Alliance and any directors and officers, provided that such indemnification shall not be available if the judgment or final adjudication established that director's or officer's acts were material to the cause of action so adjudicated, or that he/she personally gained in fact a financial profit or other advantage to which he/she was not legally entitled, or the coverage was in relation to any risk the insurance of which is prohibited under the insurance law of this state.

ARTICLE 6. OFFICERS

6.1 Officers. The officers of the corporation shall be members of the Board of Directors who are elected by the Board of Directors to the positions of board president, one or more board vice presidents (the number of which may be determined by the Board of Directors), a board

secretary, a board treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers for the board, as it shall deem desirable from the Board members, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary. All such officers shall report to and take direction from the Board of Directors.

6.2 Election and Term of Office. The officers of the Alliance shall be elected annually by and from the Board of Directors at the regular annual meeting of the Board of Directors which shall immediately follow the regular annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have duly qualified. In order to become president or vice president of the Alliance, a person must have been a member of the Alliance for at least one year. In the event no candidate meets this requirement, the Board, by majority vote, may approve interested candidates who do not meet these requirements.

6.3 Removal. Any officer elected or appointed by the Board of Directors may be removed as an officer with or without cause whenever the Board of Directors in its judgment believes that the best interests of the Alliance would be served thereby by a two-thirds vote of the other directors.

6.4 Vacancies. A vacancy in any office, because of death, resignation, removal, disqualification, or otherwise, may be filled by a majority vote of the Board of Directors for the unexpired portion of the term as soon as possible.

6.5 Compensation/ Limitation of Liability/ Indemnity. Officers as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors any officer may be indemnified for expenses and costs, including attorneys' fees, actually paid and necessarily incurred by him/her in connection with any claim asserted against him/her, by action in court or otherwise, by reason of his/her being or having been such officer, except in relation to such matters as to which he/she shall have been grossly negligent, have acted in bad faith, have been deliberately dishonest and were material to the cause of action or that he/she personally gained in fact a financial profit or other advantage to which he was not legally entitled. No loans shall be made by the Alliance to its officers or to any other corporation, firm, association or other entity in which one or more of its officers hold(s) a financial interest.

6.6 President. The president shall be the principal executive officer of the corporation and shall, in general, supervise and control all of the business and affairs of the corporation. He/she shall preside at all meetings of the Board of Directors. He/she may sign, with the secretary or any other officer of the Alliance authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by the statute to some other officer or agent of the Alliance; and in general, he/she shall perform all duties incident to the office of the president and such other

duties as may be prescribed by the Board of Directors from time to time. The President shall not serve on the Nominating Committee.

6.7 Vice President(s). In the absence of the president or in the event of his/her inability or refusal to act, the vice-president, or in the event there is more than one vice president then the first vice president elected, shall perform the duties of the president, and when so acting, shall have all of the powers of and be subject to all the restrictions on the president. Any vice president may perform such other duties as from time to time may be assigned to him/her by the president or by the Board of Directors.

6.8 Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/she shall have charge and custody of and be responsible for all funds, securities and corporate financial records; receive and give receipts for moneys due and payable to the Alliance from any source whatsoever, and shall deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the president or by the Board of Directors, including but not limited to securing the services of a certified professional accountant for the preparation of all required tax returns and filings of the corporation and providing that accountant with all necessary information to complete those forms. At the end of each corporate year, he/she shall have an audit of the accounts of the corporation made by a committee appointed by the president, and shall present such audit in writing annually to the Board of Directors, at which time he/she shall also present an annual report setting forth in full the financial conditions of the corporation. The treasurer shall be responsible for ensuring that reports are timely filed with the appropriate agencies/ individuals regarding the administration of assets received for specific purposes (§501 NPCL), reports to the comptroller (§518 NPCL), the annual report of directors (§519 NPCL) and reports of the corporation (§520 NPCL), audit requirements (§712 & 712-a) as well as any other reports as to the financial condition of the corporation that are required by law.

6.9 Secretary. The secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep a register of the post-office address of each director which shall be furnished to the Secretary by such director; keep a record of the members of the corporation who are up to date on their dues as of March 15th each year and are in good standing for purposes of voting at all annual and special meetings of members; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the president or by the Board of Directors.

6.10 Assistant Treasurers and Secretaries. If required by the Board of Directors, the assistant treasurer shall give a bond for the faithful discharge of his/her duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurer and assistant secretary,

in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president or the Board of Directors.

6.11 Executive Committee. The Executive Committee of the Board shall be comprised of all officers of the Board. The function of the Executive Committee meetings shall be to oversee the operation of the Alliance in between meetings of the Board of Directors and to make recommendations to the Board of Directors at the Board meetings as to what actions should be taken in furtherance of the corporate purposes. The Executive Committee shall report to and take direction from the Board of Directors.

6.12 Executive Committee Meetings. Meetings of the Executive Committee shall be held at a time and place agreed upon by the Board members comprising that committee and there shall be a minimum of four meetings held annually.

ARTICLE 7. COMMITTEES

7.1 Committees of the Board. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of at least one director who shall serve as a liaison to the Board of Directors but may also contain individuals who are not directors. Such committees shall assist the Board of Directors in carrying out any resolutions passed by the Board of Directors and report directly to the Board of Directors. Each committee of the board is to serve at the pleasure of the board and report to and take direction from the Board of Directors. The designation of any such committee and the delegation thereto of any authority in carrying out Board resolutions does not alone relieve any director of his/her duty to the corporation or relieve him/her of any responsibility as a director imposed on him/her or by law.

7.2 Ad Hoc Committees. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more *ad hoc* committees, each of which shall consist of at least one director who shall serve as a liaison to the Board of Directors but may also contain individuals who are not directors. Such committees shall assist the Board of Directors on a temporary basis in carrying out any resolutions passed by the Board of Directors for short-term activities or projects and shall report directly to the Board of Directors. Each such *ad hoc* committee shall serve at the pleasure of the Board. The designation of any such *ad hoc* committee and the delegation thereto of any authority in carrying out board resolutions does not alone relieve any director of his/her duty to the corporation or relieve him/her of any responsibility as a director imposed on him/her or by law.

7.3 Directors Only May Obligate Alliance. Except for the director from the Board of Directors who is serving on a given committee, no committee member has authority from the Alliance to act in the name of, speak, or send any written communication in the name of the Alliance except as authorized by the Board.

7.4 Term of Office. Each member of a committee and *ad hoc* committee shall report to, take direction from and serve at the pleasure of the Board of Directors.

7.5 Chairperson. The director who is serving on the committee shall chair the committee. That person shall already be a member of the Board of Directors.

7.6 Vacancies. Vacancies in the membership of any committee may be filled by appointments at the pleasure of the Board of Directors.

7.7 Voting. Each committee shall report to the Board of Directors to get approval for all such intended actions and shall have no voting power but merely serve in an advisory capacity to the Board of Directors and at the pleasure of the Board.

ARTICLE 8 CONFLICTS OF INTEREST

8.1 Whenever a director or officer has a financial or personal interest in any matter coming before the Board of Directors, the affected person shall: a) fully disclose the nature of the interest; and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interests of the Alliance to do so. No loans shall be made by a corporation to its directors or officers, or to any other corporation, firm, association or other entity in which one or more of its directors or officers are directors or officers or hold a substantial financial interest except a loan by one charitable corporation to another charitable corporation. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. More specific requirements are set forth in the Conflict of Interest policy that is attached hereto and made a part of these bylaws.

ARTICLE 9. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

9.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Alliance, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

9.2 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Alliance shall be signed by such officer or officers, agent or agents of the Alliance (including but not limited to the President) and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the president, the treasurer or an assistant treasurer and countersigned by the president, a vice-president or the secretary in the event that the president and vice-president are unavailable. No checks shall be written without Board approval or the written approval of the President for any amount in excess of \$15,000 by any of the officers or agents of the corporation without resolution of the Board of Directors.

9.3 Deposits. All funds of the corporation shall be deposited as collected to the credit of the corporation in such banks, trust companies, or other depository as the Board of Directors may select.

9.4 Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise including but not limited to real estate for the general purposes, or for any special purpose of the corporation.

ARTICLE 10. MISCELLANEOUS

10.1 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the office a list or record containing the name of all directors, along with a list of the years in which each director's term will expire. Any person presently holding a seat on the Board of Directors shall have the right to examine, during usual business hours, all records and corporate account books and to make copies at the cost of \$.25 per page at their own expense therefrom.

10.2 Fiscal Year. The fiscal year of the corporation shall begin on the first day April and end on March 31 each year.

10.3 Waiver of Notice. Whenever any notice is required to be given under the provisions of the New York Not-for Profit Corporation Law or under the provisions of the certificate of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.4 Parliamentary Authority. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the corporation in all cases in which they are applicable and in which they are not inconsistent with these bylaws, the articles of incorporation, and existing law.

ARTICLE 11. DISSOLUTION

11.1 Dissolution. In the event of dissolution the Board shall adopt a plan for the dissolution of the Corporation and the distribution of its assets. This plan shall be created in accordance with Sections 1001 and 1002 of the Not-for-Profit Corporation Law (N-PCL) or its successor provisions.

After obtaining all required approvals for the Plan of Dissolution and distribution of assets, and prior to filing the Certificate of Dissolution with the Department of State, the Corporation shall:

- a. Carry out the plan of dissolution and distribution of assets in accordance therewith within **two hundred seventy days from the date of the plan of dissolution and distribution of assets** shall have been (1) authorized as provided in section 1002(*authorization of plan*) of the N-PCL, and, (2) approved by any governmental body or officer whose approval is required pursuant to paragraph (c) of section 1002 (Authorization of plan) of the N-PCL, and (3) approved by either the attorney general or a justice of the supreme court pursuant to paragraph (d) of section 1002 (Authorization of plan) of the N-PCL. Evidence of the disposition of its assets shall be submitted by the corporation to the attorney general and any other government

body or officer, as required under applicable laws. If the plan of dissolution and distribution of assets cannot be carried out within the prescribed time, the attorney general may upon good cause shown extend such time, or any extended period of time, by not fewer than thirty days nor more than one year;

b. Pursuant to the plan of dissolution and distribution of assets, fulfill or discharge its contracts, collect and sell its assets for cash at public or private sale, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business;

c. Distribute the assets of the corporation that remain after paying or adequately providing for the payment of its liabilities, in the following manner:

(1) Assets received and held by the corporation either for a charitable purpose or which are legally required to be used for a particular purpose, shall be distributed to one or more domestic or foreign corporations or other organizations engaged in activities substantially similar to those of the dissolved corporation pursuant to the plan of dissolution and distribution or, if applicable, as approved by the attorney general or ordered by the supreme court pursuant to section 1002 (Authorization of plan) of the N-PCL. Any disposition of assets contained in a will or other instrument, in trust or otherwise, made before or after the dissolution, to or for the benefit of any corporation so dissolved shall inure to or for the benefit of the corporation or organization acquiring such assets of the dissolved corporation as provided in this section, and so far as is necessary for that purpose the corporation or organization acquiring such disposition, shall be deemed a successor to the dissolved corporation with respect to such assets; provided, however, that such disposition shall be devoted by the acquiring corporation or organization to the purposes intended by the testator, donor or grantor,

(2) Assets other than those described by subparagraph one of this paragraph, if any, shall be distributed in accordance with the specifications of the plan of dissolution and distribution of assets or, to the extent that the certificate of incorporation prescribes the distributive rights of its members, or of any class or classes of members, as provided in such certificate:

d. Within six months from the date fixed for the payment of the final liquidating distribution pursuant to paragraph (a) of this section, pay any assets distributable to a creditor or member who is unknown or cannot be found, to the state comptroller pursuant to the abandoned property law;

e. Distribute assets that are not subject to paragraph one of paragraph (c) of this section under a plan of distribution, in accordance with the following order of priorities:

(1) Holders of certificates of subvention.

(2) Holders of capital certificates.

(3) Members, if permitted by law.

After the plan of dissolution and distribution of assets has been adopted, authorized, approved and carried out pursuant to the terms of the plan within the time period set forth pursuant to section 1002-a of the N-PCL; a certificate of dissolution shall be signed and if required pursuant to subparagraph two of paragraph (b) of this section, after the attorney general has affixed thereon his or her consent to the dissolution, such certificate of dissolution shall be delivered to the department of state.

In any taxable year in which the organization is a private foundation as described in IRC 509(a), the organization shall distribute its income for said period at such time and manner as not to subject it to tax under IRC 4942, and the organization shall not (a) engage in any act of self-dealing as defined in IRC 4941(d), (b) retain any excess business holdings as defined in IRC 4943(c), (c) make any investments in such a manner as to subject the organization to tax under IRC 4944, or (d) make any taxable expenditures as defined in IRC 4945(d) or corresponding provisions of any subsequent Federal tax laws.

Should any further amendment be made to the dissolution provisions set forth in the Certificate of Incorporation or the law changed to allow a different disbursement of the assets and property, that amendment shall take precedence over these bylaws.

ARTICLE 12. LOBBYING AND POLITICAL CAMPAIGN ACTIVITIES

12.1 Lobbying and Political Activities. The Alliance may carry on lobbying and political activities provided that they are not the organization's primary activity and that such activities are allowed by law; however, the lobbying and political activities portion of dues from members must be disclosed to members in advance and members must be informed as to which portion of their dues is not tax deductible as an ordinary and necessary business expense under the Internal Revenue Code Section 162(e). Rather than collecting dues for this portion, the Alliance may alternatively opt to pay a "proxy tax" on these amounts directly to the IRS under Section 501(c)(6) after considering the benefits and costs of doing so for the corporation.

12.2 Reporting. The Treasurer shall ensure that any lobbying and political activities are properly reported on reported on the annual 990 Tax Form, Schedule C as well as on any other applicable state or federal campaign finance and lobbying disclosure forms and shall keep careful track of time and money spent on lobbying and political activities. The Treasurer shall ensure that no part of any federal funds received shall be used for lobbying and/or political activities.

ARTICLE 13. AMENDMENTS

13.1 Power of Members to Amend Bylaws. The bylaws of this corporation may be amended, repealed, or added to, or new bylaws may be adopted by the vote or written assent of two-thirds of the directors on the Board of Directors.

Dated: _____, 2014

President

Secretary

ATTACHMENT A

THE ALLIANCE OF TBI & NHTD WAIVER PROVIDERS, INC. CONFLICT OF INTEREST POLICY

PREAMBLE

Members of the Board of Directors, Officers, and the President/Chief Executive Officer (for the purposes of this policy (hereafter collectively referred to as “Management”) for not-for profit called The Alliance of TBI & NHTD Waiver Providers, Inc. (hereafter referred to as the “Organization”) must not act in their personal interests, or in the interests of others, with respect to organization affairs but must act exclusively in the interest of the Organization. Management must have undivided loyalty to the Organization and may not use their positions as Management, or use the Organization’s property in a manner that allows them to obtain a financial benefit for themselves or others to the detriment of the Organization.

DUTIES OF MANAGEMENT

Duty of Care: the Duty of Care requires that Managers be familiar with the Organization’s finances and operations, and it requires that Managers participate regularly in the Organization’s governance. In carrying out these duties, Managers must act in good faith using the degree of diligence, care and skill which prudent people would use in similar positions and under similar circumstances.

Duty of Loyalty: Management is charged with the duty to keep the interests of the Organization paramount to all other interests in decision making with respect to the Organization. Managers shall not engage in any transaction or arrangement involving the Organization that confers secret profits or unfair gains to Management or other related parties or family members of Management. This duty of loyalty requires, among other things, that any conflict-of interest be disclosed fully and completely and acted on appropriately.

Duty of Obedience: Management should ensure that the Organization remains compliant regarding its exempt, or central, purpose as typically defined in its articles or certificate of incorporation.

CONFLICT OF INTEREST

A conflict-of-interest may occur when a Manager is influenced in his or her decision making by personal, business, financial, familial or other factors not solely related to the Organization’s best interests. Business transactions of the organization in which a Manager, a related party to the Manager, or a family member of the Manager has a financial interest (as defined) must be disclosed by the Manager and closely scrutinized. Prior to entering into business transactions, the proposed transactions must be carefully reviewed by the Board to determine that such transactions are in the best interest of the Organization.

Duty to Disclose: This Organization shall not enter into any related party transaction as specified in Section 715 of the New York Not for Profit Corporation Law unless the transaction is determined by the Board to be fair, reasonable and in the Organization's best interest at the time of such determination. Any director, officer or key employee who has an interest in an interested party transaction shall disclose in good faith to the Board, the material facts concerning such interest.

Determination of Conflict: After disclosure of the financial interest and all material facts to the Board or the designated Committee, the Interested Party shall depart the Board meeting while the determination of a conflict-of-interest is discussed and voted upon; however, the Board may allow the Interested Party to present information concerning the transaction to the Board prior to the commencement of deliberations or voting related thereto. The Board, in consultation with the Treasurer for the Organization, excluding any Interested Party, shall decide if a conflict-of-interest exists.

The Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. After exercising its due diligence, the Board or Committee shall determine whether the organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict-of-interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not involving a conflict, the Board or Committee shall determine by a majority vote of its disinterested members whether the proposed transaction or arrangement is in the Organization's best interest and whether it is fair and reasonable and the Board shall contemporaneously document in writing the basis for the Board's approval, including its consideration of any alternative transactions, and the Board shall include that document in its official Board meeting minutes for that meeting.

Violation: If the Board has reasonable cause to believe that a Manager has failed to comply with this conflict-of-interest policy, the Board may inform the Manager of the basis for such belief and afford him or her an opportunity to explain the alleged failure to comply. After hearing the response and making such further investigation as may be warranted in the circumstances, if the Board determines that such Manager has in fact failed to comply with this conflict-of-interest policy, it may take action including, among other things, removal or termination of such Manager and/or making a report of the situation to the New York State Attorney General's Office.

A Manager who receives compensation, directly or indirectly, from the Organization is precluded from voting on matters related to such compensation. Compensation paid by the Organization must be reasonable and necessary.

GIFTS/ LOANS

Managers are prohibited from receiving or giving any gift that is not permitted by generally accepted business ethical standards. If there is a dispute with respect to such ethical standards, the Committee shall determine if a gift is prohibited. A Manager may not accept a gift other than a gift of nominal value, without approval of the Committee.

Managers are prohibited other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, from making any loans from the Organization to its directors, officers or to any other corporation, firm, association or other entity in which one or more of its directors or officers are directors or officers or hold a substantial financial interest, except a loan by one charitable corporation to another charitable corporation. A loan made in violation of this section (§716 NPCL) shall be a violation of the duty to the corporation of the directors or officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan shall not be affected thereby.

RECORDS

The minutes of the Board or Committee meeting, during which a potential or actual conflict-of-interest was discussed, shall contain:

- The name of the Manager who disclosed an actual or potential conflict-of-interest or otherwise was found to have a conflict-of-interest; and
- Any action taken to determine whether a conflict-of-interest was present and the decision of the Board or Committee as to whether a conflict-of-interest existed; and
- The decision as to whether the transaction was approved notwithstanding the conflict and the alternatives that were considered to the proposed transaction;
- The names of the persons who were present both for discussions and then during votes relating to the transaction or arrangement.

DEFINITIONS

Financial Interest- a person has a financial interest if the person has, directly or indirectly, through business, investment or family (as defined below)

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with any entity or individual with which the Organization has a transaction or arrangement; and/ or

3. An ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

A financial interest is not necessarily a conflict-of-interest. Under the *Determination of Conflict* provisions of this conflict-of-interest policy, the Board or Committee decides if a conflict-of-interest exists.

Family: for purposes of this conflict-of-interest policy, family means spouse, parents, brothers, sisters, children, grandchildren, the spouses of children, the spouses of grandchildren, aunts, uncles or cousins, and any other blood relative that resides in the same household as the Manger.

INITIAL AND ANNUAL MANAGER ACKNOWLEDGMENT AND DISCLOSURE STATEMENT

Prior to the initial election and annually thereafter, each Manager shall sign a Manager Disclosure Statement which affirms that such person:

- Has received a copy of the conflict-of-interest policy;
- Has read and understands the policy; and
- Has agreed to comply with the policy.

Each Manager has a duty to place the interest of the Organization foremost in any dealings involving the Organization and has a continuing responsibility to comply with the requirements of this conflict-of-interest policy. In connection therewith, if there is any question in the Manager's mind about whether or not to disclose his or her interest in a transaction or arrangement, the Manager should disclose the interest.

This policy is intended to supplement but not replace any applicable state and federal laws governing private inurnment or conflict-of-interest issues with respect to tax-exempt organizations.

**THE ALLIANCE OF TBI & NHTD WAIVER PROVIDERS, INC.
MANAGER ACKNOWLEDGMENT AND DISCLOSURE STATEMENT**

PRINT NAME _____

PRINT TITLE _____

I understand that as a Manager of the Alliance of TBI & NHTD Waiver Providers, Inc. (hereafter referred to as the "Organization") that I have a responsibility to act in a manner that reflects the highest standard of ethical conduct and to avoid any activity or situation where my personal interest could conflict, or reasonably appear to conflict, with my responsibility to carry out my fiduciary duties to the Organization.

I certify that I have received, read and understand the Organization's Conflict of Interest Policy for the Managers. I understand the purpose of this policy is to protect the integrity of the mission and operations of the Organization. Upon becoming a member of the Organization, I will sign this form indicating that I have received, read and understand the policy and make a full written disclosure of interests, relationships and holdings that could potentially result in a Conflict of Interest as that term is defined in the policy. I will at least annually update my disclosure statement to accurately reflect potential Conflicts of Interest. I will also disclose any Conflict of Interest where I, my immediate family (ie, spouse, parents, siblings and children), and/or members of my immediate household will receive a benefit, gain, or something of value. After disclosure, I understand that I will not be permitted to participate in discussions to affect the decision of the Organization or vote on the matter related to the Conflict of Interest.

I understand this policy is to supplement good judgment and any other duties that I have to the Organization, and I will respect the letter and intent of the policy.

Signature of Manager

Date

Printed Name

I, _____, am not aware of any conflict of interest.

I, _____, have a conflict of interest or potential conflict of interest as described in detail below (use additional sheets if necessary):

DATE _____ SIGNATURE _____