

Frank Edelblut  
Commissioner



Paul K. Leather  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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September 22, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation to enter into a contract with the Brain Injury Association of New Hampshire, Concord, New Hampshire (Vendor Code 156086) to provide independent living services in an amount not to exceed \$79,923.00, effective upon Governor and Council approval through September 30, 2018.  
58% Federal Funds/42% State Match

Funds to support this request are available in the following account entitled Independent Services (Part B) with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565010-25420000-102-500731 Contracts for Program Services	\$35,602.06	\$10,393.20
06-56-56-565010-25420000-601-500931 State Fund Match	\$24,341.24	\$ 9,586.50

EXPLANATION

The New Hampshire Department of Education receives an annual grant of \$305,350.00 from the United States Department of Health and Human Services, Administration on Community Living, Independent Living Administration. The grant under Title VII, Part B of the Rehabilitation Act of 1973, as amended, enables the state to continue to provide independent living services to individuals with significant disabilities so that they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provided under this contract are available statewide.

The Brain Injury Association of New Hampshire has a governing board that is controlled by persons with disabilities and provides 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 this organization uniquely suited to provide family neuro-resource facilitation (service coordination), outreach, and technical assistance through its Technology Library.

A request for proposal was posted to the Manchester Union Leader (April 7, 2017), the Department of Education's website, the Statewide Independent Living Council's website, and released to community based organizations that are potential or former vendors. 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 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, Inc. which will provide service coordination, interpreter and Computer Assisted Real Time Captioning (CART) services, and support services for deaf-blind individuals in the amount of \$70,271.00; Granite State Independent Living will provide service coordination, access services, transportation services, travel training, and services to the blind and visually impaired in the amount of \$212,956.00; and, the Brain Injury Association of New Hampshire (BIANH) will provide service coordination, maintain a veterans website and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury, and family neuro-resource facilitation in the amount of \$79,923.00. The Title VII, Part B funds will be awarded to the three non-profits identified above, 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 provisions to different populations of individuals with disabilities that continue to be underserved.

The Title VII, Part B FFY18 RFP review occurred on Tuesday, May 30, 2017. The RFP review panel consisted of the following employees from the Department of Education and the Department of Health and Human Services.

**Lisa Hinson-Hatz**, Administrator IV of Field Services, Bureau of Vocational Rehabilitation. Ms. Hinson-Hatz brings 15 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**, Administrator IV, Division of Career Technology and Adult Learning. Ms. DeAngelis has 24 years of 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 16 years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

**William Finn**, Administrator II, Services for Blind and Visually Impaired (SBVI). Mr. Finn has worked in the field of vision rehabilitation and education for 43 years. He has been the Administrator of SBVI for 17 years and has a wealth of experience in mobility and orientation, education, and independent living.

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**Joan Marcoux**, Hearing, Speech, and Vision Specialist in the Office of Health Equity, Department of Health and Human Services. Ms. Marcoux has 15 years' experience as a hearing, speech, and vision specialist. Ms. Marcoux has a Master's Degree in Vocational Rehabilitation Counseling. She serves on the Services for Blind and Visually Handicapped Advisory Committee, as well as the Statewide Independent Living Council.

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 unavailable, General funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

S:/dcta/bvr/vrco/common/G&C/BIANH 2018 letter

**Attachment A**

SCORING FOR REVIEW OF FFY 18 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

**Final Score  
(70 passing)**

<b><u>Title VII, Part B FFY 18 Proposals</u></b>	<b><u>Amount</u></b>	<b><u>Peer Review</u></b>
Brain Injury Association of New Hampshire (BIANH)	\$ 79,923.00	95.6
Granite State Independent Living (GSIL)	\$212,956.00	93.0
Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS)	\$ 70,271.00	86.6

	Lisa Hinson-Hatz	Sharon DeAngelis	Joan Holleran	William Finn	Joan Marcoux	Average
<b>BIANH</b>	96	96	95	94	97	95.6
<b>GSIL</b>	88	97	96	87	97	93.0
<b>NDHHS</b>	83	83	85	90	92	86.6

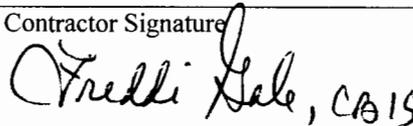
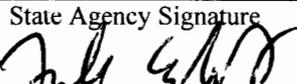
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, Vocational Rehabilitation		1.2 State Agency Address 21 South Fruit Street, Suite 20, Concord, NH 03301	
1.3 Contractor Name Brain Injury Association of New Hampshire		1.4 Contractor Address 52 Pleasant Street, Concord, NH 03301	
1.5 Contractor Phone Number 603.225.8400	1.6 Account Number See Exhibit B	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$79,923.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-3471	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Freddy Gale, President BIANH	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Aug 30, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Erin P. Hall <span style="float: right;">Comm Exp: May 3, 2022</span>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, 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) (if applicable) By:  On: <u>10/30/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

Date  8/26/17

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

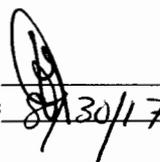
**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

Contractor Initials

Date

  
8/30/17

**EXHIBIT A**  
**The Services**

The Contractor, Brain Injury of New Hampshire, shall determine eligibility based on 34 CFR Part 364.51 and 364.40 (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 364.40 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 referrals to other programs for individuals with significant disabilities as required under 34 CFR 364.40.
3. The Contractor 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. The Contractor 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. The Contractor 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 Contractor shall apply for and document in the consumer service record specific comparable benefits sought and obtained, prior to billing the Department of Education, Division of Career Technology and Adult Learning, Independent Living Program in accordance with 34 CFR 364.35.

  
8/30/17

8. 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.
9. The Contractor 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.
10. 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.
11. The Contractor 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.
12. The Contractor 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.
13. The Contractor 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.
14. The Contractor 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. The website must be Section 508 compliant to ensure accessibility to people with disabilities and eliminate barriers.

#### **Veterans Support Group**

The Contractor will provide a support group specifically for veterans and their families who are living with a brain injury. Currently, there is only one known support group in NH located in Manchester. The new support group will be located in central NH and facilitated by a veteran.

### **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 calls will be kept both in hard copy and electronically.
3. Monthly surveys will be sent to callers who receive informational packets.

### **Neuro-Resource Facilitation and Family to Family Outreach**

1. The Contractor will enhance the current Neuro-Resource Facilitation Program to assist survivors living with a brain injury or stroke and family members in identifying and accessing community supports, resource assistance, and information.
2. The Contractor will contact families who have experienced coping with living with family members living with brain injury or stroke to reach out in order to remind them of the supports and services that are available, and if needed to reconnect to services.
3. Records of contacts will be kept in hard copy and electronically.

### **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, Division of Career Technology and Adult Learning, Independent Living Program and the Statewide Independent Living Council bi-annually.

### **III. Reporting**

1. The Contractor 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.
2. 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 25 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 Contractor will submit with these reports, monthly invoices for services provided, as described above. The first report and invoice will be due November 25, 2017.
3. The Contractor will provide a quarterly itemized expenditure report and budget reconciliation report.
4. Program site visits will be conducted, at least biannually, to include a comprehensive financial review.

Contractor Initials

Date

  
8/30/17

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

<b>Estimated Budget</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>Total</b>
Neuro-Resource/Family Neuro-Resource Facilitators Salary*	\$27,323.09	\$ 9,107.79	\$36,430.88
Veterans Support Group Salary*	6,218.92	2,071.50	8,290.42
Web Designer Salary*	3,337.70	1,112.57	4,450.27
Administrative Assistant Salary*	2,539.66	846.55	3,386.21
Information & Resources Salary*	15,521.24	5,173.74	20,694.98
Travel/Mileage	2,485.80	828.60	3,314.40
Telephone	782.00	260.66	1,042.66
Office Supplies	388.41	129.47	517.88
Computer Expenses	1,346.48	448.82	1,795.30
<b>Total</b>	<b>\$59,943.30</b>	<b>\$ 19,979.70</b>	<b>\$79,923.00</b>

\*Fringe benefits covered by the Survivor Council/Brain Injury Association of NH

1. This budget may be adjusted between fiscal years and line items but in no case can the total budget exceed the price limitation. The Contractor must receive Department of Education approval prior to adjustments.
2. The Contractor 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.
3. The Contractor shall maintain documents to support the delivery of services and make them available for review upon request.

**Limitation on Price**

The total cost for all services provided under this contract shall not exceed \$79,923.00.

**Method of Payment**

Monthly payments 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.

A final payment request shall be submitted no later than forty-five (45) days after the contract end date.

All invoices and reports shall be forwarded to:  
 New Hampshire Department of Education  
 Division of Career Technology and Adult Learning  
 21 South Fruit Street, Ste. 20, Concord, NH 03301  
 Attention: Sharon B. DeAngelis, Administrator

**Source of Funds:** Funds to support this request are available in FY18 and FY19 in the account entitled Independent Services (Part B):

	<u>FY18</u>	<u>FY19</u>
06-56-56-565010-25420000-102-500731 Contracts for Program Services	\$35,602.06	\$10,393.20
06-56-56-565010-25420000-601-500931 State Fund Match	\$24,341.24	\$ 9,586.50

Contractor Initials   
 Date 08/30/17

**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".

Contractor Initials

Date

  
8/30/17

## 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.

  
8/30/17

(2) Use and Disclosure of Protected Health Information

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.

Contractor Initials

Date

  
08/30/17

- 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.

Contractor Initials  
Date

  
8/30/17

- 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.
- 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.

Contractor Initials \_\_\_\_\_  
Date 8/30/17

- 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.

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

**The State**

Frank Edelblut  
Signature of Authorized Representative

Frank Edelblut  
Name of Authorized Representative

Commissioner of Education  
Title of Authorized Representative

10-2-17  
Date

**Brain Injury Association of New Hampshire**

Freddie Gale, Esq.  
Signature of Authorized Representative

Freddie Gale  
Name of Authorized Representative

President  
Title of Authorized Representative

8/30/17  
Date

Contractor Initials JS  
Date 8/30/17

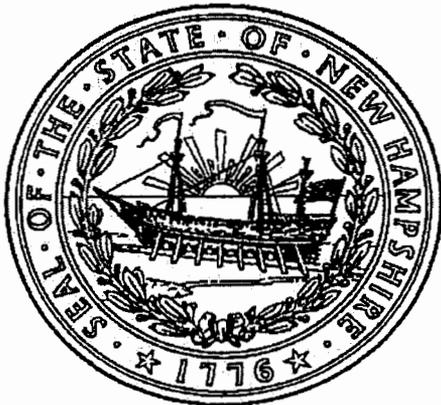
# State of New Hampshire

## 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 registered to transact business in New Hampshire on September 15, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 45571



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

**Certificate of Authority**

I, Scott Dow, Clerk/Secretary of Brain Injury Association of NH 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 28 2017 which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

The Board of Directors approves Freddie Gale with the authority to sign this contract with New Hampshire Department of Education, Vocational Rehabilitation. Moreover, the board of directors authorizes the Brain Injury Association of New Hampshire to provide the requested independent living services.

- (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
- (6) The following person(s) lawfully occupy the office(s) indicated below:

Freddie Gale President  
Steven Wade Executive director  
Robin Kinney Vice President  
Scott Dow Secretary  
Mike Palmieri Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 30<sup>th</sup> day of August 2017.

(Corporate Seal if any)

Scott Dow  
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 Aug 30<sup>th</sup>, 2017, 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 he executed the foregoing certificate.

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

E. P. Hall  
Notary Public/Justice of the Peace

Comm Exp: May 3, 2022



BRAINJ-01

SLAMERE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2017

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: <b>Stephanie Lamere, CIC</b>	
	PHONE (A/C, No, Ext): <b>(603) 715-9740</b>	FAX (A/C, No): <b>(603) 225-7935</b>
E-MAIL ADDRESS: <b>slamere@davistowle.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Philadelphia Insurance Company</b>		<b>23850</b>
INSURER B: <b>Liberty Mutual Insurance Company</b>		<b>23043</b>
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
**Brain Injury Association of NH & Wings of Hope Foundation**  
52 Pleasant St  
Concord, NH 03301-4334

### COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1712046	11/01/2017	11/01/2018	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1712046	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 \$ <b>10,000</b>			PHUB600459	11/01/2017	11/01/2018	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N / A	XWW 58144225	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

### CERTIFICATE HOLDER

NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

### CANCELLATION

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



52 Pleasant Street | Concord, NH 03301  
Helpline: (800) 773-8400  
Tel: (603) 225-8400  
Fax: (603) 228-6749  
[www.bianh.org](http://www.bianh.org)

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THE VOICE OF BRAIN INJURY

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**MEMORANDUM**

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**TO:** EXECUTIVE COMMITTEE  
**FROM:** STEVEN WADE, EXECUTIVE DIRECTOR  
**SUBJECT:** VOTE - STATEWIDE INDEPENDENT LIVING GRANT (SILC) GRANT  
**DATE:** 8/22/2017

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Steven Wade, Executive Director, BIANH, recommends you vote in support of entering a contract with the State of New Hampshire, Department of Education, Division of Adult Learning and Rehabilitation:

**RESOLVED:** The Executive Board of the Brain Injury Association of New Hampshire authorizes the Association to enter into a contract with the State of NH, Department of Education, Division of Adult Learning and Rehabilitation Statewide Independent Living Council (SILC) to provide services under Title VII, Part B monies.

Please respond by e-mail with a **yes** or **no** vote by Monday, August 28nd, 2017. Please call Erin Hall if you have any questions or would like to discuss the details of the contract further.

Thank you,

Steven Wade

Vote: 9 For  
& Against

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES  
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2015 AND 2014

ASSETS	<u>2015</u>	<u>2014</u>
Cash and Cash Equivalents	\$ 1,023,405	\$ 853,409
Grants and Contracts Receivable	442,766	475,528
Prepaid Expenses	4,465	9,230
Property and Equipment, Net	419,808	429,816
Security Deposits	<u>- -</u>	<u>1,200</u>
Total Assets	\$ <u>1,890,444</u>	\$ <u>1,769,183</u>
LIABILITIES		
Accounts Payable	\$ 46,587	\$ 50,614
Accrued Expenses	43,750	40,833
Bingo Carryover Prizes	49,932	47,809
Loans Payable	<u>343,143</u>	<u>355,762</u>
Total Liabilities	483,412	495,018
NET ASSETS		
Unrestricted	<u>1,407,032</u>	<u>1,274,165</u>
Total Net Assets	<u>1,407,032</u>	<u>1,274,165</u>
Total Liabilities and Net Assets	\$ <u>1,890,444</u>	\$ <u>1,769,183</u>

See accompanying notes and independent auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES  
CONSOLIDATED STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

UNRESTRICTED NET ASSETS	<u>2015</u>	<u>2014</u>
<b>SUPPORT AND REVENUE</b>		
Program Income	\$ 1,497,335	\$ 1,326,615
Grants	93,649	75,631
Contributions	15,150	12,196
Fund Raising	79,569	71,500
Memberships/Sponsorships	20,252	15,298
Registration Fees	54,075	33,028
Other Revenue	37,457	16,125
Interest Income	3,603	5,291
Special Events - Bingo	<u>2,317,184</u>	<u>2,300,671</u>
<b>Total Support and Revenue</b>	<u>4,118,274</u>	<u>3,856,355</u>
 <b>EXPENSES</b>		
Program Services	1,528,375	1,356,379
Management and General	258,132	214,087
Fund Raising	25,463	31,238
Special Events - Bingo	<u>2,173,437</u>	<u>2,117,593</u>
<b>Total Expenses</b>	<u>3,985,407</u>	<u>3,719,297</u>
 Change in Net Assets	 132,867	 137,058
Net Assets at Beginning of Year	<u>1,274,165</u>	
As Previously Reported		1,115,033
Adjustment for Overstatement of Liabilities		<u>22,074</u>
Balance at Beginning of Year, as Restated		<u>1,137,107</u>
 Net Assets at End of Year	 \$ <u>1,407,032</u>	 \$ <u>1,274,165</u>

See accompanying notes and independent auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2015  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2014

	<u>Program</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2015</u>	<u>Total 2014</u>
Salaries and Wages	\$ 870,945	\$ 145,327	\$ 1,292	\$1,017,564	\$ 896,542
Employee Benefits and Payroll Taxes	185,963	31,030	99	217,092	187,564
Rent Expense	1,218	304	1,255	2,777	27,152
Utilities	8,824	2,206	- -	11,030	932
Repairs and Maintenance	17,282	4,321	- -	21,603	14,170
Travel Expense	52,595	7,513	189	60,297	49,139
Telephone	15,890	3,973	- -	19,863	19,429
Office Expense and Postage	33,595	8,399	1,793	43,787	49,101
Printing and Design	28,460	4,066	2,651	35,177	26,090
Conferences and Training	39,822	4,425	1,104	45,351	37,320
Dues and Subscriptions	28,777	3,197	- -	31,974	24,540
Insurance	13,371	1,910	- -	15,281	10,310
Professional Fees	23,312	3,330	- -	26,642	27,690
Marketing and Advertising	1,283	- -	- -	1,283	5,421
Special Events	- -	- -	5,047	5,047	6,139
Donations	- -	17,105	150	17,255	10,639
Contract Services	190,759	- -	11,883	202,642	198,764
Service Fees	- -	5,309	- -	5,309	3,258
Interest Expense	- -	11,648	- -	11,648	3,669
Real Estate Taxes	<u>6,473</u>	<u>1,618</u>	<u>- -</u>	<u>8,091</u>	<u>- -</u>
 Total Before Depreciation	 1,518,569	 255,681	 25,463	 1,799,713	 1,597,869
Depreciation	<u>9,806</u>	<u>2,451</u>	<u>- -</u>	<u>12,257</u>	<u>3,835</u>
 Total Functional Expenses	 <u>\$1,528,375</u>	 <u>\$ 258,132</u>	 <u>\$ 25,463</u>	 <u>\$1,811,970</u>	 <u>\$1,601,704</u>

See accompanying notes and independent auditor's report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	<u>2015</u>	<u>2014</u>
Change in Net Assets	\$ 132,867	\$ 137,058
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	12,257	3,835
Prior Period Adjustment	- -	22,074
(Increase) Decrease In:		
Grants and Contracts Receivable	32,762	(282,112)
Prepaid Expenses	4,765	(9,230)
Security Deposits	1,200	- -
Increase (Decrease) In:		
Accounts Payable	(4,027)	(710)
Accrued Expenses	2,917	40,833
Bingo Carryover Prizes	<u>2,123</u>	<u>35,144</u>
Net Cash Provided (Used) by Operating Activities	184,864	(53,108)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Property and Equipment	<u>(2,249)</u>	<u>(426,632)</u>
Net Cash Provided (Used) by Investing Activities	<u>(2,249)</u>	<u>(426,632)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Loan Proceeds	- -	320,000
Loan Repayments	<u>(12,619)</u>	<u>(14,291)</u>
Net Cash Provided (Used) by Financing Activities	<u>(12,619)</u>	<u>305,709</u>
Increase (Decrease) in Cash and Cash Equivalents	169,996	(174,031)
Beginning Cash and Cash Equivalents	<u>853,409</u>	<u>1,027,440</u>
Ending Cash and Cash Equivalents	\$ <u>1,023,405</u>	\$ <u>853,409</u>

See accompanying notes and independent auditor's report.

# 2016 - 2017 BOARD OF DIRECTORS

## TERM ENDING 2017

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## TERM ENDING 2018

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Revised: January 26, 2017

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Elizabeth Kenney

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## TERM ENDING 2019

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[csizer@northeastrehab.com](mailto:csizer@northeastrehab.com)

Lauren Weaver

**Ex officio members**  
John Capuco, Psy.D.  
Bureau of Developmental Srv  
105 Pleasant Street  
Concord, NH 03301  
(603) 271-5161  
[john.capuco@dhhs.nh.gov](mailto:john.capuco@dhhs.nh.gov)

John Richards, SW

Newton Kershaw, Jr.

All are volunteers

## **2017 Staff and Pay Rates**

Judy Sullivan– \$45,344

Beth Robinson– \$41,600

Barbara Howard – \$39,520

Corina Ryan- \$38,400

Melanie Vermette - \$50,000

Louis Laplante - \$31,200

Sandrine Iyizire – 40,560

Kyle Cunha - \$41,600

Erin Hall – \$75,000

Jose Yatco - \$21,840

# Judy Sullivan

## EXPERIENCE

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### **Case Manager 2006-Present**

*The Brain Injury Association of New Hampshire, Concord, NH*

- Coordinate and implement medical based community services for clients.
- Liaison with all community providers as well as state agencies.
- Organize Team meetings, vendor meetings and client meetings.
- Complete all documentation needed to secure services.
- Managed day-to-day operation of all client services.
- Ensure that documentation complies with regulatory requirements of the Department of Health and Human Services.
- Provide direct support to clients to ensure best quality services.

### **NEURO- RESOURCE FACILITATOR, 2003-Present**

*The Brain Injury Association of New Hampshire, Concord, NH*

- Provide and connect families and survivors to needed services within the community.
- Secure services by providing follow up.
- Assist in organizing and completing all necessary paperwork.
- Provide awareness trainings on brain injury and services of The Brain Injury Association.

### **CONNECTIONS COORDINATOR, 2003-2006**

*The Brain Injury Association of New Hampshire, Concord, NH*

- Developed and implemented peer support program.
- Interview prospective volunteers and participants.
- Supervision of Volunteer/Participant relationship.
- Organize and schedule volunteer meetings and trainings.
- Developed peer support training manual, including policies and procedures.
- Monthly data reporting.
- Organizing, managing and implementing fundraising events
- Grant writing and management

**INFORMATION & RESOURCES, 2002-2006**  
*The Brain Injury Association of New Hampshire, Concord, NH.*

- Purchase, organize and manage resources for The Brain Injury Library.
- Provide library resources to professionals, families and survivors.
- Develop and implement these resources into a yearly published Brain Injury Resource directory as well as coordinate resources for web site.
- Provide support and resources through the family helpline.
- Provide various trainings on brain injury

**PROGRAM SUPERVISOR, 1993-2000**  
*Tri-City Mental Health, Medford, MA.*

- Developed and implemented several supported apartment programs.
- Managed day-to-day operation of all supported apartment programs.
- Provided apartment search services.
- Served as a liaison for the consumer with real estate agencies.
- Ensured that apartments complied with regulatory requirements of the Department of Mental Health and Department of Public Health.
- Coordinated home inspections with Public Health Departments, town building inspectors and the Department of Mental Health.
- Provided direct care with consumers to develop and maintain treatment plans.
- Coordinated services supervising medication administration program and collaboration with treatment teams.
- Provided on-call emergency services for after hour's coverage for six residential programs.
- Trained staff on safety procedures, agency policies, protocols and clinical and medical treatment techniques.
- Crisis intervention and management.

**DAY PROGRAM DIRECTOR, 1990 – 1993**  
*Wild Acre Inns, Arlington, MA*

- Designed, implemented and evaluated content and structure of all groups in a psychiatric community residence for mentally ill adults.
- Facilitated groups as a leader and/or co-leader including supervision of group leaders and interns.
- Developed alternative treatment models through the creation of a volunteer work program.
- Worked with managed care insurance agencies and hospitals to arrange hospitalizations, clients care involving families, treatment plans and monthly reporting.
- Communicated with the Department of Mental Health and community agencies on discharge planning and aftercare services.
- Crisis intervention and management.

## **EDUCATION**

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1980 – 1992 **UNIVERSITY OF MASSACHUSETTS, BOSTON, MASSACHUSETTS**

*Bachelor of Arts in Psychology*

1978 – 1980 **BUNKER HILL COMMUNITY COLLEGE, CHARLESTOWN,  
MASSACHUSETTS**

*Associate in Liberal Arts*

## **CONTINUING EDUCATION**

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- Completed several graduate courses in the areas of Counseling Psychology as well as several workshops in Mental Health, Human Relations Management, Health and Medical Administration as well as Computer Training.
- Certifications – Emergency and Disaster Crisis Counselor, CPR and first aid, medication administration technician.
- Certified Professional of Occupancy
- Certified Brain Injury Specialist- CBIS

## **COMPUTER SKILLS**

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- **Microsoft Word 6.0**
- **Microsoft Excel 6.0**
- **Powerpoint**
- **E-mail, Internet and web access.**

## **MAJOR STRENGTHS**

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- High visibility and priority customer problem resolution skills
- Self motivated and resourceful
- Exceptional customer service skills
- Superior ability to manage various tasks and personnel
- Team player with willingness to share knowledge
- Reliable, conscientious and detail oriented

References furnished upon request

## EDUCATION

**Certified Brain Injury Specialist, CBIS, 2013**

**M.A. Mental Health Counseling, 1995, Johnson State College, Johnson, VT**

- Internship: Vocational Rehabilitation Counselor, DVR, Barre, VT.  
Client Base: Acquired and Traumatic Brain Injury.

**B.S. Psychology, 1989, Salem State College, Salem, MA**

- Internship: Counselor: Harrington Elementary School, Lynn, MA.  
Focus: Individual Counseling and Children of Alcoholics Group.

**A.A. Liberal Arts, 1986, Cape Cod Community College, Barnstable, MA**

- Scholarships: Margaret E. Small and Hyannis Rotary Club

## EMPLOYMENT EXPERIENCE

**2002 – Present: Brain Injury Association of New Hampshire, Concord, NH**

- Case Manager: Choices for Independence and Acquired Brain Disorder New Hampshire Medicaid Home and Community Based Waivers and Private Case Management.
- Neuro-Resource Facilitator and Support Group Developer and Coordinator.

**2001 – Present: Self-employed Webmaster, Thornton, NH**

**1997-2001: Owner/Manager: Global Net Business and Copy Solutions, LLC, Lincoln, NH**

**1996-1994: Self-Employed Rehabilitation Specialist**

- **State of Vermont, Division of Aging and Disabilities, Waterbury, VT**  
Provided trainings, advocacy, program development & case management services for the traumatic brain injury population for community based rehabilitative services.
- **Case Management: North Country Independent Living, Inc., North Conway, NH**  
Case Load: Traumatic Brain Injury and Acquired Brain Disorder
- **Training: Developed & presented part of the Core Training Module for the Vermont Medicaid Traumatic Brain Injury Waiver Program**
- **Program Director, interim position: North Country Independent Living, Inc., N. Conway, NH**

**Developed and provided trainings:** 'Introduction to ABI', Vocational Rehabilitation, State of Vermont, Professional Nurses Service, Burlington, VT and Adult & Elderly Services, Berlin, NH, 'LSA: ADL Activities': Lenny Burke Farm, Wallingford, VT, 'Personalized Art, Music, & Leisure': VT: TBI Conference, Lake Morey, VT

**1996: Relief Position, Community Supports Associates, Hyannis, MA**

- Residential Care Home for individuals with Traumatic Brain Injuries.

**1996: Relief Position, Latham Residential Rehabilitation Center, Brewster, MA**

**1992 – 1994: Traumatic Brain Injury Life Skills Aide, Professional Nurses Service, Burlington, VT**

**1991 - 1992: Traumatic Brain Injury Life Skills Aide, Vocational Rehabilitation, State of VT**

- Develop this program and worked as a Life Skills Aid.

**1989 – 1990: Youth Counselor, Monomoy Youth & Family Services, Chatham, MA**

## VOLUNTEER EXPERIENCE AND PARTICIPATION

**Presentation and Testimonials, 1991-present**

- New Hampshire: TBI and Stroke Conference, Vermont: TBI Conferences, Vermont Health Care Commission and Vermont Senate Committee.
- New Hampshire: Develop and Provide Trainings and Presentations and Coordinated an On-line Speaker's Bureau with the BIANH.

**Guardian Ad Litem, 2001-2005** ~ Court Appointed Special Advocate, Plymouth, NH

**Brain Injury Association of New Hampshire, Concord, NH**

1997-2010: Developed, maintained, and hosted web site: [www.bianh.org](http://www.bianh.org).

1996-2000: Board of Directors, Member

**Board of Directors: 1998-1999** ~ Linwood Childcare Center, Lincoln, NH.

Head of the Safety Committee and assisted in fund raising.

**TBI Community Re-entry Team for Vermont Medicaid Waiver: 1994-1998** ~ State of Vermont

**Care Coordination Committee: 1996-1997** ~ Brain Injury Association of NH, Concord, NH

**Head Injury and Stroke Independence Project Board: 1992-1996** ~ State NHIF Chapter, Rutland, VT

**TBI Resource Development Committee & TBI Conference Planning Committee: 1995** ~ State of VT

**TBI Advisory Board for State Services: 1993-1995** ~ State of Vermont

**Co-chairman: Life Skills Aide Support Group: 1993-1994** ~ Waterbury, VT

Proposed, planned, and lead monthly meetings to work cooperatively with survivors and family issues in a supportive team approach.

**Co-chairman: Head Injury Support Group: 1991-1993** ~ St. Albans, VT

Organized, recruited, developed, and led monthly meetings in a safe environment to foster a support system for survivors, families, caregivers, and friends.

**South Bay: 1991** ~ Hyannis, MA ~ Assisted residents with Traumatic Brain Injury to relearn Independent Living Skills.

BARBARA HOWARD

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EXPERIENCE

Brain Injury Association of New Hampshire, Concord, NH

August 2009 - Present

Duties Included:

- Certified Brain Injury Specialist
- Transition Coordinator – coordinating brain injury /stroke survivors with needed services and benefits for successful transition from any facility to home or community; recording all documents required by the State of NH
- Member of the NH Stroke Collaborative – State wide effort to educate the public about stroke

Town of Alton Budget Committee Member

August 2010 – March 2013

New Hampshire Community Loan Fund  
Home of Your Own Program, Concord, NH

October 2004 – September 2008

Duties Included:

- Assisting eligible adults with disabilities to obtain their own home by utilizing the benefits of the individual; collaborated with Lending Institutions, Agencies, Guardians, family and friends; ensured long-term financial/ home security for homeowner; provided post purchase counseling
- Program management; Providing state-wide educational trainings on Home of Your Own Program
- Grant data collection
- Having knowledge of Disabilities: Medicaid; Area Agencies; Social Security; Probate Court; Lending Agencies
- Ending Program when Loan Fund Board voted to shut it down

Lakes Region Community Services, Laconia, NH  
Resource Coordinator

June 2001 – October 2004

Duties Included:

- Serving adults with disabilities and families with children with disabilities
- Managing up to 32 cases; overseeing all aspects of life for disabled adults
- Assisting families with benefits applications; educational advocacy for children; provided resources for respite and ways to enrich family life
- Assisting individuals to seek employment and gain community connections

Governor Wentworth School District, Wolfeboro, NH  
Certified Paraprofessional

June 1998 – June 2001

Duties Included:

- One-on-one teaching assistant for non-verbal, behavioral student
- Adapting curriculum to students cognitive level
- Providing job skills training for student at two volunteer employment opportunities
- Assisting students with social skills to develop community connections
- Educating staff and peers about sign communication of non-verbal student
- Assisting with daily living skills/ personal hygiene of student
- Daily written communication with parents of student

Genesis the Counseling Group, Laconia, NH  
Children at Risk Program

June 1997 – November 1997

Duties Included:

- Mental Health associate addressing social skills and behavior management of children at risk while participating in community activities

Alton Central School, Alton, NH

July/August 1997

Summer School Tutor

Duties Included:

- Tutoring 16 hours weekly, basic math, reading and English for a senior with a learning disability

One-on-one Aid

September 1996 – June 1998

Duties Included:

- One-on-one educational assistant for students with developmental disabilities
- Middle school resource room assistant
- Adapting materials for disabled students to learn more effectively
- Collaborating with May Institute to improve quality of learning of one student
- Classroom duties as assigned by supervisor, speech therapist

Timberlane Regional School District, Plaistow, NH

September 1990 – June 1993

Personal Care Teaching Assistant for Multiply Handicapped Students

Duties included:

- Assisting non-verbal, behavioral, multiply handicapped students with all daily living skills at school; personal care, therapies, education, socializing
- Adapting curriculum to appropriate cognitive level
- Creating adaptive aids to improve learning
- Overseeing fellow staff and fulfilling duties of teacher during her absences
- Assisting in developing an Art Therapy class for students
- Completing tasks of physical, occupational, speech, vision and mobility specialists as assigned
- Effectively applied behavior modification techniques assigned by Behavioral Specialist

#### EDUCATION

Emergency Preparedness Training

Alton, NH

- CPR certification; First Aid Certification

2008

Neighbor Works America Training Institute

Atlanta, GA

- Mortgages and lending Basics

2007

Neighbor Works America Training Institute

San Francisco, CA

- Post Purchase Education

2006

- Awarded "Best in Class for Post Purchase Instruction"

Neighbor Works America Training Institute

Boston, MA

- Housing and Credit Counseling, Combating Predatory Lending

2005

Parent Information Center,

Concord, NH

- 50 hour Volunteer Advocate Training for special education

2003

College of Lifelong Learning

Concord, NH

- Certified Paraprofessional

1997

High School Graduate

Plaistow, NH

- Early Childhood Education Award

1978

#### ADDITIONAL PROFESSIONAL & VOLUNTEER EXPERIENCES

Governor's Commission on Disabilities

2004-2008

- Subcommittee member for housing issues in NH

New Hampshire Community Loan Fund

2004-2008

- Safety Committee member

Volunteer for United States Presidential Candidate

2008

Brewster Academy Volunteer of the Year 2000

Previously

- PTA Executive Board member; 10 years
- Odyssey of the Mind Coach
- Instructional basketball and softball coach

- Brownie Leader; Girl Scout Staff
- Equine therapeutic assistant
- School Crisis team member

# Corina Ryan

## Education

Bay Path College, Longmeadow MA: (May 2012)

Major: General Psychology, GPA 3.90, Summa Cum Laude

## Informal Education

Brain Injury Association Annual Conference (2011,2012,2013)

During internship shadowed supervisor on

The Human Rights Council (2011)

The Statewide Independent Living Council (2011)

The Brain Injury Community Support Program (2011)

## Work Experience

The Brain Injury Association of New Hampshire (12/2011-present)

Programs and Service Assistant (12/2011- 6/2012)

Responsibilities included family outreach, taking information and referral calls, and keeping the library up to date.

CFI Case Manager and Neuro-Resource Facilitator (6/2012-present)

Provide case management for individuals on Medicaid waiver. Assist individuals with a brain injury locate resources necessary to continue to live independently.

The Brain Injury Association of New Hampshire (5/2011- 8/2011)

Internship

Did case management for clients under Medicaid programs and worked with individuals with a brain injury for 300 hours

## Achievements

Dean's list at Bay Path College (2010, 2011)

Member of the Maroon Key Honor Society (2012- to present)

Member of Psi Chi National Honor Society for Psychology (2011, 2012)



**Interests**

Volunteering

WISE

Domestic and sexual violence advocate

(6/2011- present)

Turning Points

(6/2011- 9/2011)

Domestic and Sexual Violence Educator



## **Melanie R. Vermette**

### **OBJECTIVE:**

Seeking an administrative position supporting people with disabilities which will utilize my strong organizational and problem solving skills, healthcare and community support background, and my ability to work well as part of a team, which will provide good opportunities for continued professional learning and growth.

### **EDUCATION:**

Moore Center College of Direct Support  
NH Lifespan Respite Training Program, January 2012 (32 CEU's)

Boston University, Boston, Massachusetts  
College of Health and Rehabilitation Sciences: Sargent College  
Bachelors of Science in Therapeutic Studies, May 2009

### **CERTIFICATIONS:**

Certified Brain Injury Specialist – May 2013, Certification Number 12627

Universal Precautions Spring 2009  
Health Insurance Portability and Accountability Act (HIPPA) Fall 2008  
CPR/First Aid February 2012

### **EMPLOYMENT:**

Brain Injury Association of New Hampshire

November 2014 – Present

Case Manager Supervisor/Neuro-Resource Facilitator

- Provide direct supervision for case management team as well as working with clients on assigned caseload

Brain Injury Association of New Hampshire

August 2012 – October 2014

Choices for Independence Case Manager/Neuro-Resource Facilitator

- Provide assessment and consultation for clients with brain injury and other chronic health conditions to coordinate community based support services
- Work with providers, families and individuals to ensure services meet goals, are timely and appropriate
- Mediate issues with service delivery
- Act as consultant and advocate for brain injury issues

Summit Care & Community Resources, LLC

August 2011 – Present

Business Manager/Direct Support Professional

- Managed daily business functions including operating budget, A/R and A/P, marketing, customer service and scheduling
- Provided community based support services for multi-generational clients with various behavioral, physical, and cognitive disabilities

The PLUS Company Nashua, New Hampshire

September 2007- December 2009

Community Support Professional

- Provided support to adults with developmental disabilities in ADL's and psycho-social skills to help maintain independence and success at home and in their communities

New England Business Services, Inc. Groton, Massachusetts

May 2001 – June 2005

Product Operations Consultant

- Facilitated daily product operations across multiple product lines
- Established and maintained strategic business relationships with internal and external clients at various corporate levels to ensure successful project outcomes
- Created and maintained project schedules, training materials, and sales reports
- Helped develop and manage effective marketing, advertising and promotional campaigns throughout product lifecycle

May 1999 – May 2001

Customer Sales Associate

- Performed order entry for inbound sales customers
- Participated on a team to create a new internet order platform and helped train peers on the new system
- Maintained sales, quality and service goals as set by sales manager

Pine Knoll Nursing Home Lexington, Massachusetts

March 1995 – May 1999

Certified Nursing Assistant

- Provided direct care to geriatric adults in a nursing home setting

Louis Laplante

**QUALIFICATIONS:**

Extensive experience in all phases of comprehensive rehabilitation services: case management, treatment plan coordination and development; clinical team coordination; discharge planning; insurance/funder coordination including private insurance, Medicaid, worker's comp; discharge planning; individual and family counseling and education; vocational assessment, evaluation and career counseling.

Expert knowledge of functional assessments, including descriptive and measurable goals and objectives.

Extensive experience working as a team with Occupational Therapists, Speech and Language Pathologist, Physical Therapist, Nurses, Psychiatrists, NeuroPsychologists, Personal Care Attendants, as well as private and public guardians, home health professionals, supportive employment professionals and attorneys.

**WORK HISTORY:**

February, 2014 – Present. *Case Manager/Neuro-Resource Facilitator, Brain Injury Association of New Hampshire.* Coordinate and facilitate CFI and ABD services to people with physical, medical and emotional barriers.

May, 2013 – January, 2014: *Case Manager, Tri County Mental Health Services, Bridgton, Maine.* Provide and link medical, vocational, housing, financial, legal and mental health services to adult clients of a community mental health center. Group, individual and family counseling

09/1996-9/2011: *Program Case Manager/Vocational Evaluator, Lakeview NeuroRehabilitation Center, Effingham, New Hampshire.*

Responsible for overall treatment coordination, discharge planning and placement for people with brain injuries and other neurologic impairments in a residential rehabilitation facility . Facilitate client service delivery via multi clinical team including Occupational, Physical, Speech and Recreation Therapists, NeuroPsychologists, Nurses, Physicians, Neurologists and Behavior Specialists. Administration of Vocational Assessments using VALPAR Pro 3000 system.

1993-Present: *Vocational Expert Witness, Social Security Administration Office of Disability Adjudication and Review.* Testify as expert witness at disability hearings.

09/1988-09/1996: *Social Worker, Augusta Mental Health Institute.* Coordinate admissions, treatment plan development and discharge planning and placement as a lead member of Unit Treatment Team. Work extensively with individuals, families, guardians, community treatment providers and law enforcement and courts.



03/1982-09/1988 Case Manager/state hospital Liaison, Tri County Mental Health Services, Lewiston, Maine. Individual and group counseling and treatment coordination for clients receiving outpatient services at a community mental health center. Liaison duties included weekly follow-up and discharge referral of community mental health clients admitted to state psychiatric hospital.

**EDUCATION:**

Master of Science in Counseling-Rehabilitation Counseling, University of Southern Maine, 1998.

Certified Rehabilitation Counselor (CRC) 1993 (certification # 00010887).

Bachelor of Arts in Psychology, University of Maine at Orono.

**REFERENCES:**

Steven Fox, MA RiverRidge NeuroRehab Center 603 986-7812

Austin Errico, PhD. RiverRidge NeuroRehab Center 207 337-8763



Andrew Egan, OTRL Genesis, Laconia, NH 603 630-0478



# Sandrine U. Iyizire

## Qualification Summary

- 5 years of experience working in human services and non-profits organizations
- Strong time management, priority setting and problem-solving skills; with the ability to multi-task effectively
- Outstanding interpersonal and communication skills; including verbal, written and presentation with a willingness and ability to learn quickly
- Excellent computer skills including all Microsoft Office applications

## Experience

**CFI Case Manager/ ABD Service Coordinator** **October 2016– Current**  
**Brain Injury Association of New Hampshire**

- Provides support coordination including intakes, assessments, service planning, progress reporting, referral services, documentation and client advocacy to individuals with disabilities
- Develops Individualized Service Plans (ISP) based on assessments and information provided by a multidisciplinary team and in collaboration with the client's family.
- Reviews and evaluates comprehensive reports from vendors and analyzed documents for effectiveness and efficiency; adherence to service requirements and specific program rules and financial requirements. .
- Meet with vendors to discuss areas of policy and operational noncompliance regarding quality of services

**Case Manager** **May 2014 – October 2016**  
**Community Bridges (New Hampshire)**

- Provided professional needs assessments, information and generated community resources for individuals with disabilities and brain Injuries.
- Implemented, tracked and monitored clients progress on goals adherence to developed Individualized Service Plans; through on-site visits, service provider progress reports and medical professional assessments
- Ensure that clients receive the accurate and appropriate services.
- Reviewed analyzes and evaluates comprehensive reports from vendors for effectiveness and efficiency; adherence to service requirements and specific Medicaid policies and financial requirements.
- Gathered client data to determine eligibility for Local, State and Federal assistance programs.
- Collaborated with medical professionals, vendor organizations and service providers to ensure high quality service delivery.

**Employment Specialist** **May 2014-Promotion**  
**Community Bridges (Project SEARCH) New Hampshire**

- Collaborated with Concord Hospital and Vocational Rehabilitation of NH in an intensive one-year transition program, designed to assist individuals with disabilities obtain and maintain employment after high school graduation.
- Administered vocational assessments, interest tests, aptitude tests, transferable skills analysis and functional capabilities assessments; to identify client's strengths, abilities and barriers
- Developed, implemented, and monitored Individualized Employment Plans and tracked client progress on established goals.

- Provided on site job coaching, developed necessary accommodations and made recommendations for assistive devices
- Established, maintained and monitored close and cooperative relationships with employers in carrying out supportive services

**AmeriCorps (New Hampshire)**

**October 2013- August 2014**

- Served in the largest AmeriCorps programs. Addressed critical community needs including tutoring and mentoring refugees, assisting low-income families overcome illiteracy and access health services.

**Refugee Resettlement Program Ambassador**

**December 2012- March 2014**

**New England College/ Lutheran Social Services (New Hampshire)**

- Engaged refugees in activities of employment preparedness, job seeking and development; individually and in group settings, to improve skills necessary for all stages of vocational development.
- Researched, analyzed and explained in layman terms financial, categorical and technical eligibility requirements for state and local resources.
- Accompanied and represented individuals in Medicaid recertification and eligibility hearings.

**After School Program Assistant**

**September 2008- July 2009**

**YMCA (New Hampshire)**

- Assisted in an after-school program for low-income families by developing and directing daily activities.
- Monitored and interacted with children to keep them engaged in intellectual, creative, artistic, and physical activities.

**Education**

**Bachelor's Degree- Sociology & minor in Social work**

**2009-2014**

**New England College**

**Relevant Coursework:** Oral Communication, Human Development, Children and Youth, U.S Social Problems, Global Social Problems, Sociology and Social Justice, Social Work methods, Grassroots Democracy Research methods and Non-profit organizations.

**References available upon request**

# Kyle J. Cunha

## Education

- Master of Science. Human Services: Mental Health Counseling. Springfield College - School of Human Services, Manchester, NH. Anticipated Completion: AUG 2017
- Bachelor of Science. Human Services. Springfield College – School of Human Services, Manchester, NH. Completed: 2014, Summa Cum Laude
- Associate of Science. Human Services. New Hampshire Technical Institute – Concord’s Community College, Concord, NH. Completed: 2012

**Accomplishments:** Thi Pheta Kappa Honors Society: High Honors  
Excellence in Human Service Practicum Award: 2012

## Skills & Qualifications

- Have compiled reports, reviewed forms/data, and am knowledgeable about state and federal laws
- Have attended meetings for the Military Leadership Team and the state Commission on PTSD and TBI (SB-102) as well as federal appeal hearings with at the New Hampshire Office of Veteran Services
- Assisted in formulating project plans to implement with state Commission on PTSD and TBI
- Researched needs within the veteran population of New Hampshire and created a digital military culture resource for community providers in order to better understand and serve their client veterans

## Work Experience

### Brain Injury Association of New Hampshire: Veterans Coordinator/Information & Resources Specialist

- Provides information and resources to individuals, family members and professionals throughout the state of New Hampshire
- Assists veterans in accessing benefits to which they may be entitled under Federal, State, or local laws
- Created and facilitates a community based support group for veterans who suffer from Traumatic Brain Injury
- Coordinates the Brain Injury Association of New Hampshire/Elliot Memory and Mobility Clinic

### New Hampshire Office of Veterans Services: Veterans Service Officer Aug. 2013 – Present.

- Served as Acting Executive Director for agency from June 2016 – September 2016
- Advocated for veterans and their family members throughout the Department of Veterans Affairs claims process and case management
- Advised and assisted veterans, their spouses, or survivors in presenting claims for the complete range of benefits to which they may be entitled under Federal, State, or local laws

### United States Army: Infantryman/Communications NCO. Aug. 2003 – Feb. 2009 (Honorable Discharge).

- Responsible for the supervision, training, planning, coordination and execution of all communication equipment at company level both in garrison and while deployed to a theatre of combat
- Developed, scheduled, coordinated, evaluated and implemented all communication plans both in training and during combat operations

**Military Experience/Education:** Two combat deployments to Iraq (SEP 2005-SEP 2006, SEP 2007-NOV 2008) Combat Life Saver (First Aid), Eagle First Responder (First Aid), Combat Communications, Blue Force Tracker Course, Electronic Warfare Course (Warlock Frequency Jammer), Warrior Leaders Course, U.S. Army Air Assault School

## Volunteer and Leadership

- Over 250 hours working as a Veterans Service Officer intern with the New Hampshire Office of Veteran Services both in office as well as at various outreach locations throughout the state (Aug 2011- May 2012)
- Participated as part of a 3 member panel of experts introducing, explaining and discussing military culture to over 60 community providers, members of law enforcement agencies and other members of the community at the Justice Involved Veterans Conference (2015)



# ERIN P. HALL

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## PROFESSIONAL EXPERIENCE

1999 – Present

### **BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE**

Director of Programs and Services  
CONCORD, NH

- ◆ Organize and coordinate operations of Neuro-Resource Facilitation Program
- ◆ Provide overall support and supervision to Neuro-Resource Facilitators
- ◆ Work with other states regarding Neuro-Resource Facilitation Program
- ◆ Develop in-service educational training programs
- ◆ Supervise college interns
- ◆ Coordinate with Bureau of Developmental Services on brain injury issues
- ◆ Provide information and referral assistance to survivors, family members and professionals
- ◆ Provide training to school systems
- ◆ Coordinate Brain Injury Community Support Program

1998 - 1999

### **BUREAU OF DEVELOPMENTAL SERVICES**

TBI PLANNING GRANT PROJECT COORDINATOR  
CONCORD, NH

- ◆ Organized and coordinate day to day operation of planning process for federal grant
- ◆ Developed comprehensive work plan
- ◆ Assisted in development of Advisory Board
- ◆ Coordinated activities and serve as staff to Advisory Board
- ◆ Worked with contracted consultants to plan, developed and subsequently implement comprehensive needs assessment to address supports, services and consumer satisfaction
- ◆ Assisted in planning regional public forums
- ◆ Performed 1:1 interviews with experts in the field
- ◆ Facilitated group discussions regarding needs in the State of New Hampshire
- ◆ Acted as liaison between consultants and project staff
- ◆ Coordinated grant evaluation plan activities
- ◆ Assisted in recruitment of participants for grant
- ◆ Assisted in development of statewide action plan
- ◆ Worked with Division, Area Agencies and consultants in identifying and addressing needs of survivors and families
- ◆ Participated on the Acquired Brain Injury Community Care Waiver Review Committee

1994-1998

### **HEART SYSTEM, INC/COMMUNITY CROSSROADS REGION 10**

SUPPORT COORDINATOR  
DERRY, NH

- ◆ Organized resources and supports for individuals with an Acquired Brain Disorder
- ◆ Hired and supervised support staff for HEART System, Inc.
- ◆ Presented to organizations regarding brain injury and HEART System, Inc.
- ◆ Provided supports to school age children
- ◆ Developed and negotiated program budgets
- ◆ Monitored vendor programs to ensure compliance with contracts
- ◆ Assisted individuals regarding Medicare/Medicaid benefits



**VOLUNTEER ACTIVITIES**

1999 – Present     Parent Information Center  
Educational Surrogate for individuals in school system who have a disability

**EDUCATION**

2004                American Academy for the Certification of Brain Injury Specialists  
Brain Injury Association of America  
Certified Brain Injury Specialist (CBIS)

1990-1994        Salem State College, Salem, MA  
Master of Science in Counseling and Psychological Services  
Concentration: Industrial/Organizational Psychology

1986-1989        Northeastern University, Boston, MA  
Bachelor of Science in Sociology/Anthropology  
Concentration: Human Services

**AWARDS/PRESENTATIONS**

2008                Vermont’s 20<sup>th</sup> Annual Brain Injury Conference, Burlington, Vermont Workshop:  
“Who’s Caring for the Caregiver?”

New England Residential Service Coordinators Annual Conference, North Conway, New  
Hampshire Workshop: “Climbing Together – Supporting People Living with a Brain  
Injury or Stroke”

Brain Injury Association of New Hampshire 25<sup>TH</sup> Annual Brain Injury & Stroke  
Conference, Manchester, New Hampshire Workshop: “I Just Don’t Know What to Do or  
Where to Go? Come Find Out!”

Brain Injury Association of Pennsylvania 2008 Annual Conference, Harrisburg,  
Pennsylvania, Keynote Speaker: “Neuro-Resource Facilitation – Getting Started”

2007                In-service Training Austin House, Webster, NH: “Living with an individual who is living  
with a Brain Injury”

2006                Annual Adult Day Conference, Salem, New Hampshire Workshop: “Alzheimer’s Disease and  
Brain Injury: A Closer Look”

2005                Brain Injury Association of New Hampshire 22<sup>nd</sup> Annual Brain Injury and Stroke Conference,  
Concord, New Hampshire Workshop: “Who’s Caring for the Caregiver? Creative Ideas and  
Integrative Solutions”

Housing Services Training Session Connecting the Dots: Key Disability Resources, Bedford, New  
Hampshire Workshop: “Brain Injury Association of New Hampshire: Who We Are and What We  
Do”

2004                Annual Brain Injury Conference, Columbia, South Carolina Workshop: “Who’s Caring for the  
Caregiver? Creative Ideas and Integrative Solutions”

2002                Adjunct Professor Springfield College School of Humans Services, Manchester New Hampshire  
Workshop: “But He Looks Fine... Invisible Trauma”

**AWARDS/PRESENTATIONS (cont.)**

- 2001            Brain Injury Association of New Hampshire 18<sup>th</sup> Annual Conference, Concord New Hampshire Workshop: "Navigating Benefits: Making Sense of the Alphabet Soup & Getting What You're Entitled To"
- Brain Injury Association of America 20<sup>th</sup> Annual Symposium, Atlanta, GA Workshop "Families Helping Families"
- 2000            Adjunct Professor Springfield College School of Human Services, Manchester New Hampshire Workshop: "But He Looks Fine...Invisible Trauma"
- Springfield College School of Human Services, Manchester New Hampshire Workshop "Trends in Human Services"
- Head and Spinal Cord Injury Division Service Coordination Conference Myrtle Beach, South Carolina Workshop "Creativity and Courage in Service Coordination: Supporting People to New Ways of Thinking and Being After a Brain Injury"
- 1999            Brain Injury Association of New Hampshire Annual Conference Workshop "Special Workshop for Survivors and Families"
- 1997            In-service regarding HEART System, Inc. and Traumatic Brain Injury Hampstead Hospital, Hampstead, NH
- 1996            "Causes and Consequences of Brain Injury: Implications for Caregivers" Sponsored by Brain Injury Services of New Hampshire Division of Mental Health and Developmental Services and the Brain Injury Association of New Hampshire Workshop "Understanding and Meeting the Special Needs of Families"
- 1995            Brain Injury Association of New Hampshire Annual Conference Workshop "Supported Employment for ABI (Acquired Brain Injury)"
- 1993            Massachusetts Association for Persons in Supported Employment Annual Conference Presented original work "Small Team Approach"
- 1992 and 1993    Statewide Head Injury Program (SHIP) Vendor Conference  
1993 Social Security Work Incentives - Plans for Achieving Self Support (PASS)  
Impairment-Related Work Expenses (IRWE)  
1992 Programmatic Innovated Ideas
- 1992            Outstanding Job Coach for the Northeast Region  
Presented by the Massachusetts Rehabilitation Commission (MRC) and Office of Employment Services (OMS)

**PROFESSIONAL AFFILIATIONS**

Case Management Society of America  
Case Management Society of New England  
Statewide Independent Living Council (SILC)  
2<sup>nd</sup> Chair 2008, 1<sup>st</sup> Chair 2009, Chair 2010-2012  
Governors Task Force on Employment  
New Hampshire Benefits Planners

Brain Injury and Substance Abuse Council  
Consumer Policy Advisory Board  
National Association of State Head Injury Administrators (NASHIA)  
Moore Center Services Human Rights Committee

**Joselito M. Yatco**

## **Computer Related Experience**

Nov. 2009 - Present

**Brain Injury Association of New Hampshire - Concord, New Hampshire**

*IT Manager* Setup, manage and maintain computer hardware and software including voice and networking. Support and train all users. Manages and maintain database including web sites, social media, and registration online events.

Oct. 2004 - Present

**IHM - Concord, New Hampshire**

*IT Coordinator* Manage, maintain and support company's network (WAN/LAN) including hardware and software. Also, manages and maintain web sites.

Apr. 2002 - Jan. 2006

**University of Phoenix Online - Phoenix, Arizona**

*Online Faculty* ITS Online Faculty for graduate and under-graduate students.

Jun. 2000 - Oct. 2004

**Pragmatech Software - Amherst, New Hampshire**

*IT Administrator* Develop, plan, and implement company's overall strategy goals of IT infrastructure. Plan, direct, and manage daily operations of companies overall systems and networks (LAN/WAN). Responsible for implementing long range policy and internal information and systems infrastructure, including goals and objectives. Provide support and consultation to all departments including outside sales, training facilities, and assisting the companies' software development in a variety of projects. Manage company's security and telecommunication.

Dec. 1998 - May 2000

**D.G. O'Brien Inc. - Seabrook, New Hampshire**

*I.S. Administrator/Supervisor* Plan organizes, manage, and control over-all activities of Information Systems (I.S.). Analyze and implement department short and long term projects like LAN/WAN, multiple applications, programming and computer operation activities through manage subordinates and by direct supervision.. Design, develop and maintained company's Internet/Intranet web sites. Manage company telecommunications.

Jan. 1994 - Jan. 1999

**Havenwood - Heritage Heights - Concord, New Hampshire -**

*M.I.S. Network Coordinator* Administer LAN/WAN for multi-flat forms, multi-protocols including TCP/IP, NOS, network security, systems backup and disaster-recovery procedures. Coordinated application development and installation and monitored computer operations. Provide training and support for users such as word processing, spreadsheet, database, and related applications used by the company. Administer and update network database containing hardware, software, manual and preventive maintenance scheduling information. Develop in-house database using MS Access for Staff Development.

Oct. 1989 - Dec. 1993

**Connecticut Plastic Surgery Center - Ridgefield, Connecticut**

*M.I.S. Manager* Reported directly to the President. Responsible for overall operations, installations, and maintenance of computer systems. Implement and maintain Novell Local/Remote area network. Evaluate computer hardware/software for main and regional offices. Train and supported computer users. Develop in-house database using Dbase IV for Inventory and tax purposes. Trouble shoots both hardware and software.

Sept. 1988 - Oct. 1989

**Manchester Boys & Girls Club - Manchester, New Hampshire**

*Computer Instructor* Develop and initiate an instructional computer program, from beginner's level to advance uses of computer. Responsible for training and assisting staff member. Installed and maintained computer systems using Apple and Mac systems as well as hardware and software compatibility and configurations.

May 1986 - Sept. 1988

**Southern New Hampshire University - Manchester, New Hampshire**

*Computer Lab. Consultant,* Provide consultation to Graduates/Undergraduates students, using IBM, PS/2 Series, PC compatibles, Mini VAX, IBM 3208 main frames, including the use of software such as word processing, spreadsheets and database. Assist Instructors for Lab classes.

**Education and Training**

- Windows Server 2003 and 2008
- Windows 10, 8.1, 7 and XP
- HTML for Windows
- System Administration for MS SQL Server
- TCP/IP for Windows NT 4.x
- Windows WorkStation and Server
- Microsoft Exchange Server Support 5.x

**International Correspondence Schools (ICS)**

*Scranton, Pennsylvania* - PC Repair

**New Hampshire College (Southern New Hampshire University)**

*Manchester, New Hampshire* - Master of Business Administration (MBA)  
- Advance Certificate in CIS.

**Software and Hardware**

Windows 2000/2008 Server (Active Directory) and Windows Small Business Server  
Windows 10, 7, 8, 2003, XP, NT, Novell 2.11/3.1x and 4.x, Unix (RS 6000), IBM 36  
MS Office Professional and Microsoft BackOffice (Exchange, IIS and SQL)  
ERP/CRM (Logos, Epicor, GoldMine, SalesLogix, and Microsoft)  
Accounting (Peachtree, ACCPAC, Genesis, Real World, QuickBooks Enterprise, Logos)  
Utilities/Others – Adobe Suite CS6, PageMaker, WinZip, Norton Symantec, Veritas  
PC/Laptops – i3, i5, i7, Pentiums, Apple, Power Macs, Copiers, Printers and Tape Backups