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Christine Brennan
Deputy Commissioner of Education

Frank Edelblut
Commissioner of Education

STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 TEL. (603) 271-3495 FAX (603) 271-1953

August 8, 2018

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 \$72,045.50, effective upon Governor and Council approval through September 30, 2019. 52.91% Federal funds / 47.09% General funds.

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 2019</u>	<u>FY 2020</u>
06-56-56-565010-25420000-102-500731	Contracts for Program Services	\$28,588.13	\$9,529.38
06-56-56-565010-25420000-601-500931	State Fund Match	\$25,446.00	\$8,482.00

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.

His Excellency, Governor Christopher T. Sununu and the Honorable Council September 5, 2018 Page 2 of 3

A request for proposal was posted in the Manchester Union Leader from May 31 through June 3rd 2018, 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 \$87,019.62 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 \$176,212.88; 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 \$72,045.50. 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 8, 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 Friday, June 22, 2018. 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 16 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.

William Finn, Administrator II, Services for Blind and Visually Impaired (SBVI). Mr. Finn has worked in the field of vision rehabilitation and education for 44 years. He has been the Administrator of SBVI for 18 years and has a wealth of experience in mobility and orientation, education, and independent living.

Santina Thibedeau, Is an Administrator IV, Special Education, Department of Education. Ms. Thibedeau is New Hampshire's director of special education services with many years in that position. Previously Ms. Thibedeau provided special education services to local school districts.

Jean Crouch, Ms. Crouch is a Supervisor VII in the Elderly and Adult Services Division of the Department of Health and Human Services where she is responsible to administer, monitor and coordinate grants to local communities.

Joan Holleran, Prior to her retirement last month Ms. Holleran was an Administrator I, External Relations. Ms. Holleran had administered the Independent Living program at the Department of Education for 16

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years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

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 Edelblur

Commissioner of Education

Attachment A

SCORING FOR REVIEW OF FFY 19 TITLE VII, PART 8 PROPOSALS

<u>Proposal Criteria in the RFP</u>

Statement of Need	10 Points
Project Description	` 20 Points
Sustainability	20 Points
Organizational Capacity	15 Points
Collaboration	15 points
Project and Organization Budget	20 Points
Possible Points	100 Points

Final Score (60 passing)

Title VII, Part B FFY 18 Proposals	<u>Amount</u>	<u>Peer Review</u>
Brain Injury Association of New Hampshire (BIANH)	\$ 72,045.50	88.8
Granite State Independent Living (GSIL)	\$176,212.88	71
Northeast Deaf and Hard of Hearing Services, Inc. (NDHHS)	\$ 87,019.62	61.2

	Lisa Hinson- Hatz	Santina Thibedeau	Jean Crouch	William Finn	Joan Holleran	Average
BIANH	90	86	89	87	92	88.8
GSIL	98	41	41	85	90	71
NDHHS	93	32	31	75	75	61.2

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name		1.2 State Agency Address		
NH Department of Education, Vocational Rehabilitation		21 South Fruit Street, Suite 20, Concord, NH 03301		
•				
1.3 Contractor Name		1.4 Contractor Address		
Brain Injury Association of New	Hampshire	52 Pleasant St., Concord, NH 03	3301	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number				
603-225.8400	06-56-56-565010-25420000-	Septermber 30, 2019	\$72,045.50	
	102-500731			
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone N	umber	
William A. Finn, Administrator		603-271-3814		
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1.11 Contractor Signature		1.12 Name and Title of Contra	ctor Signatory	
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Fredd &	olo.	Freddi Gale, Pi	Colden	
I read to		· ·		
1.13 Acknowledgement: State	of NH , County of p	Persinac K		
1				
On Aug 3, 2018, before	e the undersigned officer, persona	lly appeared the person identified i	n block 1.12, or satisfactorily	
proven to be the person whose n	ame is signed in block 1.11, and a	icknowledged that s/he executed th	is document in the capacity	
indicated in block 1.12.	_	-	. <u> </u>	
1.13.1 Signature of Notary Public or Justice of the Peace				
2 P. Hall				
[Seal]				
1.13.2 Name and Title of Notary or Justice of the Peace				
		. r M. 2	7027	
たかれ	Hall JP	Comm Ex May 3,	COEC	
1.14 State Agency Signature		Comm Ex May 3, 6 1.15 Name and Title of State A	Agency Signatory	
0/1/2		•		
I pue ENO	Date: 8-16-18	Frank Edelph Gamers nows -		
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)				
$\Delta / /$				
By: ///////	By: // My / 2018			
1.18 Approval by the Governor and Executive Council (if applicable)				
		O		
Ву:		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

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

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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
- 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 \$1,000,000per 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.

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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.

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Date

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. <u>Professional Services</u>

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. 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

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- 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.
- 15. All services provided by the Association are available statewide. All services will have an underlying focus on the current opioid crisis in New Hampshire.

Online Resource Center

1. The Contractor will maintain an Armed Forces Brain Injury and Post Traumatic Stress Disorder (PTSD) Online Resource Center. This will establish one "clearing house" website for our service men and women and their families. This resource 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.

Information and Resources

- 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

 The Contractor will provide support to assist individuals, veterans and their family members in navigating the New Hampshire service system to become more independent. It will also enhance the current Neuro-Resource Facilitation Program to assist survivors living with a brain injury or stroke

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- 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. The Contractor will support to assist families, whose family member is not interested in working with the Association, in navigating the New Hampshire service system to assist their family member to become more independent
- 4. Records of contacts will be kept in hard copy and electronically.

Neuro-Resource Facilitation Stroke

1. The Contractor will provide specific stroke supports to assist individuals, veterans and their family members in navigating the New Hampshire service system to become more independent.

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, 2018.
- 3. The Contractor will provide a quarterly itemized expenditure report and budget reconciliation report.
- 4. Program site visits will be conducted, at least bi-annually, to include a comprehensive financial review.

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EXHIBIT B

ESTIMATED BUDGET: LIMITATION ON PRICE: PAYMENT

Estimated Budget	2019	2020	Line Total
Neuro-Resource/Family Neuro-Resource Facilitators Salary*	\$26,331.75	\$8,777.38	\$35,109.13
Neuro-Resource Facilitators - Stroke Salary*	\$6,945.37	\$2,315.00	\$9,260.37
Web Designer Salary*	\$3,382.50	\$1,127.50	\$4,510.00
Administrative Assistant Salary*	\$2,169.00	\$723.00	\$2,892.00
Information & Resources Salary*	\$13,443.00	\$4,481.00	\$17,924.00
Travel/Mileage	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00
Office Supplies	\$562.50	\$187.50	\$750.00
Computer Expenses	\$1,200.00	\$400.00	\$1,600.00
Total	\$54,034.12	\$18,011.38	\$72,045.50

^{*}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.

<u>Limitation on Price</u>

The total cost for all services provided under this contract shall not exceed \$72,045.50.

<u>Source of Funds</u>: Funds to support this request are available in FY19 and FY20 in the account entitled Independent Services (Part B):

		<u>FY 2019</u>	<u>FY 2020</u>
06-56-56-565010-25420000-102-500731	Contracts for Program Services	\$28,588.13	\$9,529.38
06-56-56-565010-25420000-601-500931	State Fund Match	\$25,446.00	\$8,482.00

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: William A. Finn, Administrator

Contractor Initials
Date

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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". ■

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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-
- 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.
- "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- i. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162, and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use or disclose 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.

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Contractor Initials

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

(3) Obligations and Activities of Business Associate.

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

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or Initials Date 8/3/18

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

(4) Obligations of Covered Entity

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

Contractor Initials

Date 8/3/18

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. <u>Definitions and Regulatory References.</u> 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. <u>Amendment.</u> 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. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. <u>Interpretation</u>. 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. <u>Segregation</u>. 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. <u>Survival</u>. 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 Multiple State	Brain Injury Association of New Hampshire
Signature of Authorized Representative	Signature of Authorized Representative
Frank Edelblut	Freddi Gale
Name of Authorized Representative	Name of Authorized Representative
Commissioner of Education Title of Authorized Representative	President Title of Authorized Representative
8-16-18	Aug 3, 2018
Date	Date /

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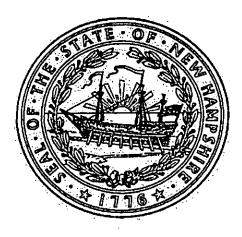
State of New Hampshire Department of State

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

Certificate Number: 0004105903



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of June A.D. 2018.

William M. Gardner Secretary of State



52 Pleasant Street | Concord, NH 03301

Helpline: (800) 773-8400 Tel: (603) 225-8400 Fax: (603) 228-6749

www.bianh.org

THE VOICE OF BRAIN INJURY

MEMORANDUM

TO:

EXECUTIVE COMMITTEE

FROM:

STEVEN WADE, EXECUTIVE DIRECTOR

SUBJECT:

VOTE - STATEWIDE INDEPENDENT LIVING GRANT (SILC) GRANT

DATE:

07/25/2018

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. Freddi Gale has authority to sign the contract.

Please respond by e-mail with a **yes** or **no** vote by Friday, July 27th. Please call Erin Hall if you Have any questions or would like to discuss the details of the contract further.

Thank you,

Steven Wade

9 yes & No

Certificate of Authority

1, <u>Sc</u>	20# Dow Clerk/Secretary of Brain Injury Assoc. Of 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 $Tuly 272018$, 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 <u>Freddigale</u> with the authority to sign this contract with New Hampshire Department of Education and Vocational Rehabilitation.
(4)	The following is a true and complete copy of a by-law adopted at a (shareholder) (organizational) meeting on $\frac{2 ne}{7}$, $\frac{199}{7}$
(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:
	Freddi Gale Chair/President
	Scott Dow Secretary
	Mike Palmieri - Treasurer
	Steve Wade Executive Director
	IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this
	(Corporate Seal if any)
	Clerk/Secretary
	STATE OF NEW HAMPSHIRE
	COUNTY OF Meximuck
	On Avgust 2 2018, 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
	Notary Public/Justice of the Peace (2 mm Ex May 3, 2022
	Comme Ex May s, con

SLAMERE

ACORD'

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(les) 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). CONTACT Stephanie Lamere, CIC PRODUCER Davis & Towie Morrill & Everett, Inc. (AC, No, Ext): (603) 715-9740 FAX (A/C, No):(603) 225-7935 115 Airport Road Concord, NH 03301 ADDRESS: slamere@davistowle.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Insurance Company 23850 INSURED INSURER B : Liberty Mutual Insurance Company 23043 Brain Injury Association of NH & Wings of Hope Foundation INSURER C 52 Pleasant St INSURER D Concord, NH 03301-4334 INSURER E INSURER F : 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER Х COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE
DAMAGE TO RENTED
PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR 11/01/2017 11/01/2018 100,000 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE X POLICY J PRO-2,000,000 LOC PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1.000,000 ANY AUTO 11/01/2017 | 11/01/2018 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED ONLY MONOSYMED X UMBRELLA LIAB X OCCUR 2.000,000 EACH OCCURRENCE 11/01/2017 11/01/2018 **EXCESS LIAB** CLAIMS-MADE 2,000,000 **AGGREGATE** 10,000 DED X RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 11/01/2017 | 11/01/2018 500,000 E.L. EACH ACCIDENT Ν N/A 500,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT 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	CANCELLATION
NH Department of Education 101 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Stephanie amore

DAVID A. KREED

Certified Public Accountant 36 North Street Manchester, New Hampshire 03104 Tel:(603) 625-4792 Fax:(603) 624-5993

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Brain Injury Association of New Hampshire
Concord, New Hampshire

We have audited the accompanying consolidated financial statements of the Brain Injury Association of New Hampshire (a nonprofit organization) and Affiliates, which comprise the consolidated statements of financial position as of December 31, 2016 and 2015, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Brain Injury Association of New Hampshire and Affiliates as of December 31, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Brain Injury Association of New Hampshire and Affiliates' 2015 financial statements. and we expressed an unmodified opinion on those financial statements in our report dated July 7, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

David A. Kreed Certified Public Accountant July 11, 2017

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENTS OF FINANCIAL POSITION DECEMBER 31, 2016 AND 2015

ASSETS	<u> 2016</u>	<u> 2015</u>
Cash and Cash Equivalents Funds Held for Other Entities Grants and Contracts Receivable Prepaid Expenses Property and Equipment, Net	\$ 802,321 25,568 642,598 1,499 470,505	\$ 1,023,405 17,844 442,766 4,465 419,808
Total Assets	\$ <u>1,942,491</u>	\$ <u>1,908,288</u>
LIABILITIES		
Accounts Payable Funds Managed for Other Entities Accrued Expenses Bingo Carryover Prizes Loans Payable	\$ 49,878 25,568 20,416 54,142 313,512	\$ 46,587 17,844 43,750 49,932 343,143
Total Liabilities	463,516	501,256
NET ASSETS		
Unrestricted	1,478,975	1,407,032
Total Net Assets	1,478,975	1,407,032
Total Liabilities and Net Assets	\$ <u>1,942,491</u>	\$ <u>1,908,288</u>

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

UNRESTRICTED NET ASSETS	<u>2016</u>	<u>2015</u>
SUPPORT AND REVENUE		•
Program Services Income Grants Contributions Fund Raising Memberships/Sponsorships Registration Fees Other Revenue Interest Income Special Events - Bingo	\$ 1,568,629 76,459 11,267 104,571 14,728 43,985 35,892 4,870 2,374,499	\$ 1,497,335 93,649 15,150 79,569 20,252 54,075 37,457 3,603 2,317,184
Total Support and Revenue	4,234,900	4,118,274
EXPENSES	· · · · · · · · · · · · · · · · · · ·	·
Program Services Management and General Fund Raising Special Events - Bingo	1,615,110 265,156 40,849 2,241,842	1,528,375 258,132 25,463 2,173,437
Total Expenses	4,162,957	<u>3,985,407</u>
Change in Net Assets Net Assets at Beginning of Year	71,943 1,407,032	132,867 1,274,165
Net Assets at End of Year	\$ <u>1,478,975</u>	\$ <u>1,407,032</u>

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2016 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2015

	Program	Management and General	Fund <u>Raising</u>	Total 2016	Total 2015
Salaries and Wages Employee Benefits and	\$ 888,094	\$ 148,188	\$ 2,193	\$1,038,475	\$1,017,564
Payroll Taxes	185,629	30,974	168	216,771	217,092
Rent Expense	654	164	2,864	3,682	2,777
Utilities	8,705	2,176		10,881	11,030
Repairs and Maintenance	13,204	3,301		16,505	21,603
Travel Expense	52,932	7,562	47	60,541	60,297
Telephone	15,851	3,963		19,814	19,863
Office Expense and Postag	e 33,168	8,292	1,743	43,203	43,787
Printing and Design	48,508	6,930	3,684	59,122	35,177
Conferences and Training	64,656	7,184	2,964	74,804	45,351
Dues and Subscriptions	34,166	3,796		37,962	31,974
Insurance	16,831	2,405	1,081	20,317	15,281
Professional Fees	28,899	4,129	- -	33,028	26,642
Marketing and Advertising	966			966	1,283
Special Events	·		3,812	3,812	5,047
Donations		18,283		18,283	17,255
Contract Services	207,042		21,691	228,733	202,642
Service Fees	`_ -	2,900	602	3,502	5,309
Interest Expense		10,959		10,959	11,648
Real Estate Taxes	5,279	<u>1,319</u>		6.598	8.091
Total Before		262 525	40,849	1,907,958	1,799,713
Depreciation	1,604,584	262,525	40,645	1,307,330	1,,00,,
Depreciation	10,526	2,631		13,157	12,257
				÷	÷
Total Functional					As 033 070
Expenses	\$ <u>1,615,110</u>	\$ <u>265,156</u>	\$ 40,849	\$ <u>1,921,115</u>	\$ <u>1,811,970</u>

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

CASH FLOWS FROM OPERATING ACTIVITIES	2016		2015
Change in Net Assets	\$ 71,943	\$	132,867
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities			
Depreciation	13,157		12,257
(Increase) Decrease In: Grants and Contracts Receivable Prepaid Expenses Security Deposits	(199,832) 2,966	•	32,762 4,765 1,200
Increase (Decrease) In: Accounts Payable Funds Managed for Other Entities Accrued Expenses Bingo Carryover Prizes	3,291 7,724 (23,334) 4,210		(4,027) 17,844 2,917
Net Cash Provided (Used) by Operating Activities	(119,875)		202,708
CASH FLOWS FROM INVESTING ACTIVITIES			•
Purchase of Property and Equipment	<u>(63,854</u>)		<u>(2,249</u>)
Net Cash Provided (Used) by Investing Activities	<u>(63,854</u>)		(2,249)
CASH FLOWS FROM FINANCING ACTIVITIES	•		
Loan Proceeds Loan Repayments	19,927 <u>(49,558</u>)		<u>(12,619</u>)
Net Cash Provided (Used) by Financing Activities	<u>(29,631</u>)		<u>(12,619</u>)
Increase (Decrease) in Cash and Cash Equivalents	(213,360)		187,840
Beginning Cash and Cash Equivalents	1,041,249		<u>853,409</u>
Ending Cash and Cash Equivalents	\$ 827,889	\$	1,041,249

2017 - 2018 BOARD OF DIRECTORS

TERM ENDING 2018

David F. Bauer M.D.

Donna Beaudin

David Grant

Peter Isquith, Ph.D.

Rosalie Johnson

Elizabeth Kenney

Schuyler Scribner

Garry Sherry

TERM ENDING 2019

Catherine Costanzo, Esq.

Nancy Craddock

Philip Girard

Eldon Munson, Jr.

Michael Redmond

Caroline Sizer, MD

Lauren Weaver -

TERM ENDING 2020

Patricia Ciarfella

Jennifer Field

Gina England, MA, CC-SLP

Jay Hamel

Jon Lanteigne

Kris Roberts

Heather Rousseau

Ex officio members John Capuco, Psy.D.

John Richards, SW

Revised: March 15, 2018

2017-2018 OFFICERS/EXECUTIVE COMMITTEE

President:

Freddi Gale, CBIS, Executive Director

Term expires: 2019 (1st term)

Vice-President:

Robin Kenney, EdD

Term expires: 2019 (1st term)

Treasurer:

Michael Palmieri, President/CEO

Secretary

Scott Dow, CBIST, CE, Reg. Dir. Term expires: 2019 (1st term)

Family Council Representative:

Jeannine Leclerc

Term expires: 2019

Diane Schreck

Term expires: 2019

Survivor Council Representative:

Paul Van Blarigan Term expires: 2019

Professional/Provider Council Representative:

Jeremiah Donovan, MBA, CBIS

Term expires: 2019

Executive Director:

Steven D. Wade BIANH 52 Pleasant Street Concord, NH 03301 (603) 225-8400 steve@bianh.org

Immediate Past President:

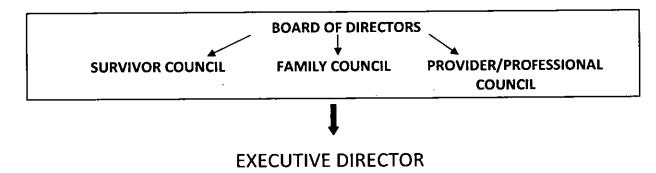
Laura Flashman, Ph.D.

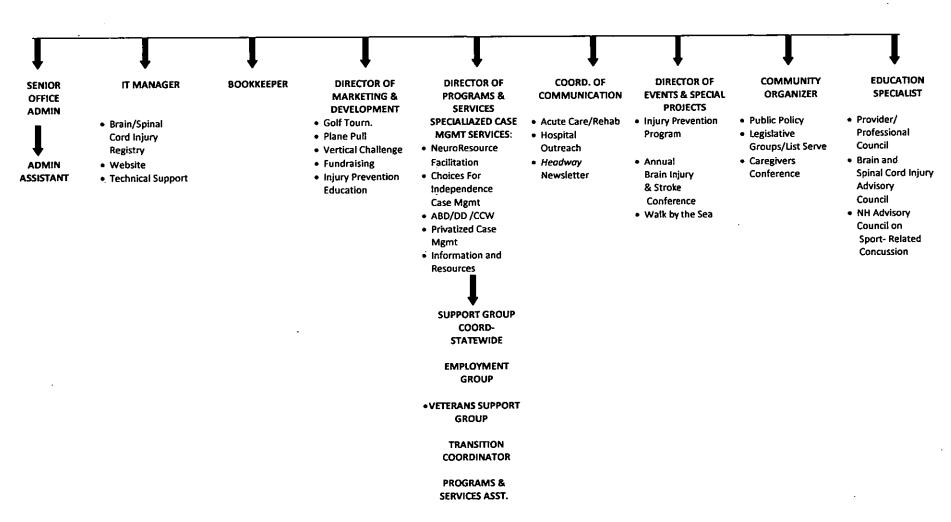
REVISIONS

- 6/14 Jared Green, Ted King, Art Maerlender, and Eldon Munson - terms exp. New members: Gina England and Jeff Hiatt
- 1/2015- added David Bauer
- 6/2015 Freddi Gale replaces Laura Flashman as President; Robin Kenney replaces Amy Messer as VP; Scott Dow replaces Freddi Gale as Secretary; Added: Robert Carey, Patricia Ciarfella, Jay Hamel, Heather Rousseau, David Grant, Peter Isquith, Schuyler Scribaer; Amy Messer removed term expired: Joe Viana removed, term expired; Removed Student Representatives Courtney Barlotta and Derrick Beaudin; Lisa Martel retired 8/1/2015
- Jeff Hiatt retired; 11/02/2015
- Added: Nancy Craddock, Eldon Munson, Jr., and Lauren Weaver, 6/9/2016; Laura Decoster, David Eby, and Ellen Keith – retired 6/9/2016; Added: Caroline Sizer, 9//8/2016; January 2017 added Michael Redmond
- Added: Jennifer Field and Kris Roberts (6/8/2017);
 Retired: Robert Carey and William Storo (6/8/2017)

Revised: March 15, 2018

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE ORGANIZATIONAL CHART





ERIN P. HALL

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

Erin P. Hall Page 2

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 20th 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 25TH 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 22nd 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".

Erin P. Hall Page 3

AWARDS/PRESENTATIONS (cont.)

2001	Brain Injury Association of New Hampshire 18th 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 th Annual Symposium, Atlanta, GA Workshop "Families Helping Families"
2000	Adjunct Professor Springfield College School of Humans Services, Manchester New Hampshire Workshop: "But He Looks FineInvisible Trauma"
ł	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)
2nd Chair 2008, 1st 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

Krystal Sieradzki, MSW

Objective

· To continue employment in the field of mental/behavioral health and/or substance abuse

Education

Master of Social Work | May 2014 | University of New Hampshire

- · Major: Social Work
- Related coursework: Human Behavior and the Social Environment, Race, Culture & Oppression, Social Welfare Policy, Child Welfare Policy, Assessment of Addictions, Treatment of Addictions, Statistics, Program Evaluation

Bachelor of Science | May 2009 | Suffolk University

- · Major: Psychology
- Related coursework: Developmental Psychopathology, Abnormal Psychology, Cognitive Neuroscience, Industrial-Organizational Psychology, Ethics, Sensation & Perception, Child Development

Awards & Honors

Phi Alpha Honor Society

· January 2012-May 2014

Phi Sigma Alpha Honor Society

· January 2008-May 2008

Related Experience

CFI Case Management Supervisor | Brain Injury Association of New Hampshire | September 2018-present

Supervisor at a nonprofit advocacy and education organization serving the entire state. Oversight of the Choices for Independence (CFI) case management program which provides case management for over 500 consumers receiving this waivered service through DHHS. Direct supervision of 12 case managers who cover the entire state to include assistance with locating resources for home care for eligible consumers, monthly supervision contact, administrative duties, and intersection with DHHS. Responsible for providing person-centered services to eligible consumers as well as collaboration with managed care organizations, adult protection, mental health, primary care and other community based supports. This position also entails management of caseloads and all hiring / personnel duties related to the case managers and administrative staff.

Social Worker | St. Joseph Hospital | August 2015-present

Psychiatric social worker responsible for crisis evaluation in an emergency room setting, as well as management of patients within the hospital with mental health and/or substance abuse issues. Services include crisis assessment and referral for inpatient psychiatric hospitalization or detox for adults and children, coordination of services with outpatient providers, linking to community resources, collaboration with an interdisciplinary team, family support.

Medical social worker responsible for service coordination and discharge planning in the ICU and on medical/surgical floors, to include referral for appropriate community support,

facilitating medicare/medicaid covered services, family support, bereavement and end of life care and planning, coordination with an interdisciplinary team for appropriate delivery of care.

Perinatal bereavement support to women experiencing ectopic pregnancy loss, miscarriage, or stillbirth. Provision of bereavement support and ongoing follow up support post discharge, link to community resources for grief management, facilitator of a SHARE-affiliated support group for women who have experienced a perinatal demise.

Social Worker | Hampstead Hospital | January 2013-February 2017

Clinical care at a 60-bed psychiatric facility serving children, adolescents, and adults. Programs of admission include developmental, psychiatric, and substance abuse services. In addition to working with adults with mental health and substance use disorders, this position also entailed direct contact with children and adolescents with developmental disabilities including those with an autistic spectrum disorder. Responsible for telephonic crisis intervention, review of clinical information to determine appropriate placement at the hospital, upkeep of clinical documentation, face-to-face level of care evaluations for admission, collaboration between service providers, link to appropriate aftercare services, coordination with outpatient providers, utilization reviews with insurance companies for initial and continued hospitalization coverage, and administrative tasks.

Social Worker | St. Mary's General Hospital | September 2014-August 2015

Social worker for a large medical hospital serving the emergency room, ICU, maternal and child health, and medical/surgical units. Responsibilities include provision of assistance to patients with social, psychological, financial, and hospital discharge planning issues. This position also entails close work with the patients, families, and physicians to ensure an appropriate plan of care upon discharge as well as providing crisis intervention, planning and arranging for short-term rehabilitation programs and long-term care, referral to appropriate community resources, collaboration between service providers, and completion of advanced directives and end-of-life planning and care.

PACT Wellness Clinician | Bridgeway Rehabilitation Services | July 2014-August 2015 Clinical lead for the team providing mental health services for over 70 adults with severe and persistent mental illness and co-occurring substance use disorders. Provider of community based recovery-oriented services including wellness initiatives, job development, and dual disorder treatment. Responsible for community outreach, medication education, upkeep of clinical documentation including individual recovery plans and psychosocial assessments, completion of intakes and review of referrals from lower levels of care. Additionally responsible for supervision, skill assessment and teaching for team members, and ensuring that interventions are effective and recovery oriented.

Mental Health Clinician (2^{nd} year Internship) | Arbour Counseling | September 2013-May 2014

Clinician at a partial hospitalization program serving adults. Responsible for group facilitation for up to 20 participants of the program enrolled for mental health and/or substance abuse issues, as well as individual therapy for clients of the program on a weekly basis. Facilitated psychotherapeutic, psychoeducational, and expressive therapy groups. Other responsibilities include coordination with medication providers and other clinicians, upkeep of clinical documentation, family meetings, assisting the program director with admissions, psychosocial assessments and administrative duties.

Psychiatric Rehabilitation Specialist | Greater Nashua Mental Health Center | March 2010-December 2012

Clinical case manager for a caseload of 50 adults with severe and persistent mental illness. Responsibilities include provision of community-based support for clients suffering from extreme mental health and/or substance abuse issues, upkeep of clinical documentation through use of an electronic medical record, and administrative duties. Certified provider of functional support services, illness management and recovery, as well as case management. Case management duties included referrals to other community resources to best meet the needs of clients served. Also responsible for facilitation of a weekly psychotherapeutic group addressing women's mental health issues.

Social Worker (1st year internship)| Southern New Hampshire Medical Center Behavioral Healthcare Unit | September 2012-May 2013

Social worker on a 13-bed inpatient psychiatric unit serving adults in emergency situations. Responsible for care coordination with outside providers, discharge planning including referrals to social service agencies and other community resources, family meetings, psychosocial assessments, facilitation of psychotherapeutic and psychoeducational groups, upkeep of clinical documentation through use of an electronic medical record, and administrative duties.

Research Assistant| Suffolk University | September 2008-May 2009

Research assistant in the cognitive neuroscience department at a major university. Responsible for evaluation of MRI data to determine a neurological basis for creativity using a specialized computer program for volumetric analysis. Other responsibilities include development of a poster and presentation as well as input for publication.

Publications & Papers

Exploring creativity and its neural bases. A poster presented at the Massachusetts Institute of Technology Science Symposium. May 2009. Cobb, E., Susmaras, T., Wiebe-Moore, D., Flint (Sieradzki), K. & Gansler, D.

References

Available upon request



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 Brian 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.

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

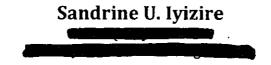
TBI Advisory Board for State Services: 1993-1995 ~ State of Vermont

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.



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 Brain Injury Association of New Hampshire

October 2016- Current

- 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

<u>Case Manager</u> <u>May 2014 –October 2016</u> Community Bridges (New Hampshire)

- Provided professional needs assessments, information and generated community resources for individuals with disabilities andbrain 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 analyzesand evaluates comprehensive reports from vendors for effectiveness and efficiency;
 adherence to service requirements and specific Medicaidpolicies 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 SpecialistMay 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 accommodation's and made recommendations for assistive devises
- Established, maintained and monitored close and cooperative relationships with employers in carrying out supportive services

AmeriCorps (New Hampshire)

October2013-August2014

 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)

- Engagedrefugees in activities of employment preparedness, job seeking and development; individually and in group settings, to improve skills necessary forall 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

BARBARA HOWARD

EXPERIENCE

Brain Injury Association of New Hampshire, Concord, NH **Duties Included:**

August 2009 - Present

- -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 Duties Included:

October 2004 - September 2008

- 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

June 2001 - October 2004

Resource Coordinator

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

Summer School Tutor

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

One-on-one Aid

Duties Included:

September 1996 - June 1998

July/August 1997

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"	2000
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 - Safety Committee member

2004-2008

Volunteer for United States Presidential Candidate

2008

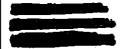
Brewester Academy Volunteer of the Year 2000

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

Joselito M. Yatco



Computer Related Experience

Nov. 2009 - Present

Brain Injury Association of New Hamsphire - 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/SupervisorPlanorganizes, 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 - HeritageHeights - 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 inhouse 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

May 1986 - Sept. 1988

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.

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



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