



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

 Diane Langley
 Director

105 PLEASANT STREET, CONCORD, NH 03301
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March 11, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services, to enter into a **sole source** Agreement with the Brain Injury Association of New Hampshire, 52 Pleasant Street, Concord, New Hampshire, vendor number 156086-B001 to develop and implement a Traumatic Brain Injury Playbook for students that return to academics after experiencing mild Traumatic Brain Injury or concussion with a price limitation of \$959,552, effective upon Governor and Executive Council approval through May 31, 2018. 100% Federal Funds.

Funds to support this request are available in the following account in State Fiscal Year 2015, and are anticipated to be available in State Fiscal Years 2016, 2017 and 2018 upon the availability and continued appropriation of funds in the future operating budgets, with ability to adjust budget amounts within the price limitations and with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-93-930010-1242 DEPT OF HEALTH AND HUMAN SVCS, HHS: DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SVCS, TBI PLAYBOOK

State Fiscal Year	Class/Object	Class Title	Amount
2015	102-500731	Contracts for Program Services	\$237,369
2016	102-500731	Contracts for Program Services	\$241,175
2017	102-500731	Contracts for Program Services	\$235,763
2018	102-500731	Contracts for Program Services	\$245,245
		Grand Total	\$959,552

EXPLANATION

The Department applied for and received a Traumatic Brain Injury State Implementation Partnership grant from the United States Department of Health and Human Services. The application process required the Department to submit a proposal that identified a partner organization to assist in the completion of grant activities. This Request is submitted as **sole source** because the Department identified the Brain Injury Association of New Hampshire as its partner; through this Agreement it will assist the Department in meeting its obligations under the grant. Under RSA 137-K, the Department routinely collaborates with the Association as part of its system of services and supports for individuals with acquired brain disorders.

The Association will develop and implement a model – the Traumatic Brain Injury Playbook – to assist NH schools and students with improving outcomes for students that return to school and learning after experiencing a mild traumatic brain injury or concussion. Through this model, schools will have a more consistent and evidence based approach to help students recover from a mild traumatic brain injury or concussion and obtain needed academic accommodations.

The Playbook will be implemented in ten (10) high schools and ten (10) middle schools. It will include a coordinated system of school-based screening, treatment, and follow-up care that includes:

- clear information and referral pathways for treatment and recovery;
- standardized mild traumatic brain injury and concussion management procedures; and
- a school-based network of education and health professionals trained in mild traumatic brain injury and concussion.

Additionally, the Association will improve and expand the current NH system of care for high risk adolescents who experience a mild traumatic brain injury or concussion, by:

- providing local and statewide trainings and conferences;
- disseminating information – including the resources and supports available to recovering adolescents – to students, parents, school personnel, and medical professionals;
- expanding the New Hampshire Traumatic Brain Injury Resource Facilitation program to include adolescents;
- providing information, referral, and education for students and families; and
- developing a sustainability plan for the Traumatic Brain Injury Playbook for all New Hampshire students.

Should the Governor and Executive Council not approve this request, the Traumatic Brain Injury Playbook will not be developed, and students who experience a traumatic brain injury or concussion will not receive the benefits of an effective system of care that helps them meet their educational goals during recovery.

Area served: Statewide.

Source of funds: 100% federal funds from the United States Department of Health and Human Services, Health Resources and Services Administration, Catalog of Federal Domestic Award (CFDA) 93.234, and Federal Award Identification Number (FAIN) #6H21MC26918-01-01

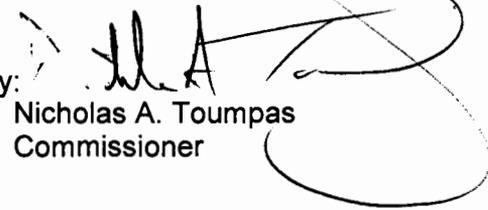
In the event that the federal funds become no longer available, general funds will not be requested to support these programs.

Respectfully submitted,



Lorene Reagan MS, RN
Bureau Chief

Approved by:



Nicholas A. Toumpas
Commissioner

Subject: Traumatic Brain Injury (TBI) Playbook

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Brain Injury Association of New Hampshire		1.4 Contractor Address 109 North State Street, Suite 2 Concord, NH 03301	
1.5 Contractor Phone Number 603-225-8400	1.6 Account Number 05-95-93-930010-12420000-102-500731	1.7 Completion Date May 31, 2018	1.8 Price Limitation \$959,552.
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 271-9558	
1.11 Contractor Signature <i>Laura A. Flashman</i>		1.12 Name and Title of Contractor Signatory <i>Laura Flashman, Ph.D., President</i>	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Merrimack</u> On 3/11/15 <u>March 9, 2015</u> <u>(EPA)</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Erin P. Hall</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Erin P. Hall, JP</i> Comm. Ex: <i>Feb. 22, 2017</i>			
1.14 State Agency Signature <i>Mary Kay</i>		1.15 Name and Title of State Agency Signatory <i>Mary Kay Director BEHS</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Mary A. York</i> <i>Mary A. York - Attorney</i> On: <i>3/23/15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: *lef*
Date: 3/9/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: let
Date: 3/9/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Scope of Services

1. Scope of Work:

The Contractor shall develop and implement a model return to learning/school after a concussion protocol called the Traumatic Brain Injury (TBI) Playbook, for adolescents in middle and high schools in New Hampshire that will include a systematic and evidenced based approach to recovery from mild Traumatic Brain Injury (mTBI) and concussion and needed academic accommodations as follows:

- 1.1. Develop a coordinated system of school based screening, treatment, and follow up care for adolescents with mTBI and concussion by:
 - 1.1.1. Developing a model for and establishing a concussion management team (CMT) that includes relevant parties such as the adolescent's family members, school, and health care professions involved in the adolescent's mTBI and concussion treatment;
 - 1.1.2. Establishing a process where all members of the CMT have access to the students' progress and information necessary to make informed decisions on the return to learn clearance;
 - 1.1.3. Establishing protocols for schools to refer students to a CMT;
 - 1.1.4. Establishing screening and rating tools used for identification of mTBI and concussion symptoms and for the development of treatment plans;
 - 1.1.5. Ensuring mTBI and concussion screenings are used by schools and health care professionals so there is consistent use of the screening process and tools to identify mTBI and concussions and to establish and follow treatment plans;
 - 1.1.6. Developing standardized mTBI and concussion management procedures to manage the coordinated system of screening process for the identification of a concussion, development of treatment plans, and to ensure the coordination of the implementation of the treatment;
 - 1.1.7. Developing protocol for determining and communicating a treatment plan among the CMT;
 - 1.1.8. Developing a protocol for follow-up care for adolescents; and
 - 1.1.9. Developing a communication protocol to distribute information about the adolescent's concussion symptoms and treatments when making referrals to an expert deemed necessary by the CMT.
- 1.2. Develop education for families, schools and medical professionals who work with adolescents on, but not limited to:
 - 1.2.1. The coordinated screening process defined in Section 1.1;
 - 1.2.2. Information about mTBI, concussions, concussion management and treatment, and the process for return to academics within a school setting;
 - 1.2.3. How to apply information defined in 1.2.2 into treatment strategies;
 - 1.2.4. The impact on mTBI and concussions on the student's ability to function in a classroom setting; and
 - 1.2.5. The available information, resources and supports for students, parents, school and medical professionals.
- 1.3. Conduct local and statewide trainings and conferences to increase knowledge of mTBI and concussions as defined in Section 1.2, based on a schedule of dates, times, and locations approved by the Department.
- 1.4. Provide neuropsychological consultation to the CMT that includes training in advances in research to clinical care and improved education and exploring telemedicine and other distance learning opportunities.



Exhibit A

- 1.5. Provide project coordination to facilitate all work of the development and implementation of the TBI Playbook, including, but not limited to:
 - 1.5.1. Monitoring ongoing processes and progress towards goals and objectives defined in the work plan, Section 3;
 - 1.5.2. Evaluating the outcome and impact of the TBI Playbook by measuring the individual functioning and recovery using the ImPACT neuropsychological screening tool, Acute Concussion Evaluation, Post-Concussion Symptom Inventory, Teacher Questionnaire of Relative Student Functioning and other evaluation tools as directed by the Department;
 - 1.5.3. Conducting yearly satisfaction surveys of all participating services providers and patient participants;
 - 1.5.4. Conducting pre and post testing of knowledge content for all formal trainings;
 - 1.5.5. Working on a sustainability plan of the TBI Playbook for all schools in New Hampshire; and
 - 1.5.6. Providing grant reporting on activities required by United States Department of Health and Human Services, Health Resources and Services Administration.
- 1.6. Provide resource facilitation that will:
 - 1.6.1. Be the go-to resource for adolescents that need guidance maneuvering the service system for youth services and to transition to adult services;
 - 1.6.2. Assist youth and families, in identifying needed resources; and
 - 1.6.3. Serve as a resource for mTBI and concussion information for the CMTs, and educational and health care professionals.
- 1.7. Expand the New Hampshire Traumatic Brain Injury Resource Facilitation program to provide adolescents with service coordination, advocacy and education.
- 1.8. Implement the TBI Playbook, in ten (10) high schools and ten (10) middle schools in New Hampshire approved by the Department, and in accordance with the Work Plan, Section 3.1 and by:
 - 1.8.1. Educating school staff on how the TBI Playbook works; and
 - 1.8.2. Helping schools develop and implement process in using the TBI Playbook.
- 1.9. Develop website content, for Department approval, to be published on the Department's and the Contractor's websites. The website content will include information for families, schools, and medical professionals to learn about the TBI Playbook, returning to school after mTBI and concussion, and as directed by the Department.
 - 1.9.1. The Contractor shall provide the website content in a format to publish on the Department's website.
- 1.10. For the purposes of this contract, the Contractor shall obtain approval by the Department for all products developed by the Contractor and subcontractor(s) prior to being released to any type of forums or for public dissemination. Products include the TBI Playbook, publications, training materials, brochures, reports, strategic plans, and other as directed by the Department.

2. Reporting Requirements

2.1. Quarterly Reports

- 2.1.1. The Contractor shall provide quarterly reports that include, but not limited to:
 - 2.1.1.1. The progress on the development and implementation of the TBI Playbook according to the benchmarks, goals and measurables established in the Work Plan, Section 3.1;
 - 2.1.1.2. The outcome of students who are being treated using the TBI Playbook that includes:
 - 2.1.1.2.1. the number of identified/diagnosed concussions by activity (specific sport or not sport);



Exhibit A

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- 2.1.1.2.2. incidence rates based on athlete-season exposure rate (number of participants in the sport for the season); and on combined (sport, plus non-sport) incidence rate based on student population;
 - 2.1.1.2.3. average length of time to recovery;
 - 2.1.1.2.4. neuropsychological assessment outcomes;
 - 2.1.1.2.5. number of second concussions; and
 - 2.1.1.2.6. number of referrals to specialists;
 - 2.1.1.3. Recommended changes on how to improve the TBI Playbook and its use in schools.

3. Requirements of Delivery of Services

3.1. Work Plan

- 3.1.1. The Contractor shall present a finalized Year 1 work plan to the Department for approval no later than thirty (30) days from the contract effective date.
- 3.1.2. The Contractor shall present finalized Years 2, 3, and 4 work plans to the Department for approval no later than ninety (90) days prior to July 1 of each year.

3.2. Deliverables

- 3.2.1. The Contractor shall meet all benchmarks, goals and measurables established by the finalized work plan in Section 3.1.

Ref

3/9/15



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37 General Provisions, Price Limitation, Block 1.8, in accordance with the budgets defined in Section 4 below, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Funding for this contract is from the Catalog of Federal Domestic Assistance (CFDA), # 93.234, Traumatic Brain Injury Implementation, Federal Agency Department of Health and Human Services, Health Resources and Services Administration, for the provision of services pursuant to Exhibit A, Scope of Services.
 - 2.1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. The invoice must be submitted to:

John T. Capuco, Psy.D.
Administrator, Brain Injury Services
Bureau of Developmental Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
4. Expenditures shall be in accordance with the approved budgets shown in Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.
5. Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.
6. A final payment request shall be submitted no later than sixty (60) days from the, Contract Completion Date, Block 1.7, Form P-37 General Provisions.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of the P-37, an amendment limited to transfer the funds within the budgets identified in Section 4 above and between State Fiscal Years, within the price limitation can be made by written agreement of both parties and do not require additional approval of the Governor and Executive Council.

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Brain Injury Association of New Hampshire

Budget Request for: Traumatic Brain Injury Playbook
(Name of RFP)

Upon Governor and Executive Council

Budget Period: Approval through June 30, 2015

	Direct	Indirect	Total	Matched Funding
1. Total Salary/Wages	\$ 77,000	\$ 7,700	\$ 84,700	\$ 48,530
2. Employee Benefits	\$ 30,800	\$ 3,080	\$ 33,880	\$ 19,412
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ 2,600
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 6,551	\$ 655	\$ 7,206	\$ 7,000
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 7,650	\$ 765	\$ 8,415	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 70,000	\$ 7,000	\$ 77,000	\$ 14,497
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
Statewide mTBI/Consussion Conference	\$ -	\$ -	\$ -	\$ 14,485
Stipends for team leaders, school pilot sites, CMTs	\$ 13,000	\$ 1,300	\$ 14,300	\$ -
Advisory Committee Meetings	\$ -	\$ -	\$ -	\$ 2,000
Resource Facilitation Training	\$ 5,339	\$ 534	\$ 5,873	\$ -
mTBI Web content development	\$ 5,450	\$ 545	\$ 5,995	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 215,790	\$ 21,579	\$ 237,369	\$ 108,524

Indirect As A Percent of Direct

10.0%

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Brain Injury Association of New Hampshire

Budget Request for: Traumatic Brain Injury Playbook
(Name of RFP)

Budget Period: July 1, 2015 through June 30, 2016

	Direct (Personnel)	Indirect (Travel)	Total	Matched Funding	Allocation Method for
1. Total Salary/Wages	\$ 79,000	\$ 7,900	\$ 86,900	\$ 49,960	
2. Employee Benefits	\$ 31,600	\$ 3,160	\$ 34,760	\$ 19,984	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ 2,600	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ 9,000	\$ 900	\$ 9,900	\$ 7,000	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ 7,650	\$ 765	\$ 8,415	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 70,000	\$ 7,000	\$ 77,000	\$ 14,497	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
Statewide mTBI/Consussion Conference	\$ -	\$ -	\$ -	\$ 14,386	
Stipends for team leaders, school pilot sites, CMTs	\$ 13,000	\$ 1,300	\$ 14,300	\$ -	
Advisory Committee Meetings	\$ -	\$ -	\$ -	\$ 2,000	
School Curriculum Development	\$ 4,500	\$ 450	\$ 4,950	\$ -	
mTBI Web content development	\$ 4,500	\$ 450	\$ 4,950	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 219,250	\$ 21,925	\$ 241,175	\$ 110,427	

Indirect As A Percent of Direct

10.0%

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Brain Injury Association of New Hampshire

Budget Request for: Traumatic Brain Injury Playbook

(Name of RFP)

Budget Period: July 1, 2016 through June 30, 2017

	Direct Indirect	Indirect Fixed	Total	Matched Funding	Allocation Method for Indirect Cost
1. Total Salary/Wages	\$ 76,200	\$ 7,620	\$ 83,820	\$ 47,330	
2. Employee Benefits	\$ 30,480	\$ 3,048	\$ 33,528	\$ 18,932	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ 2,600	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ 6,000	\$ 600	\$ 6,600	\$ 6,000	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	\$ -	
6. Travel	\$ 7,650	\$ 765	\$ 8,415	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 70,000	\$ 7,000	\$ 77,000	\$ 14,497	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
Statewide mTBI/Consussion Conference	\$ -	\$ -	\$ -	\$ 16,362	
Stipends for team leaders, school pilot sites, CMTs	\$ 13,000	\$ 1,300	\$ 14,300	\$ -	
Advisory Committee Meetings	\$ -	\$ -	\$ -	\$ 2,000	
Resource Facilitation Training	\$ 6,500	\$ 650	\$ 7,150	\$ -	
mTBI Web content development	\$ 4,500	\$ 450	\$ 4,950	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 214,330	\$ 21,433	\$ 235,763	\$ 107,721	

Indirect As A Percent of Direct

10.0%

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: Brain Injury Association of New Hampshire

Budget Request for: Traumatic Brain Injury Playbook
(Name of RFP)

Budget Period: July 1, 2017 through May 31, 2018

	Direct	Indirect	Total	Matched
	Expended	Expended		Funds
1. Total Salary/Wages	\$ 84,500	\$ 8,450	\$ 92,950	\$ 50,030
2. Employee Benefits	\$ 33,800	\$ 3,380	\$ 37,180	\$ 20,012
3. Consultants	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ 2,600
Rental	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 7,500	\$ 750	\$ 8,250	\$ 8,000
Educational	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 7,650	\$ 765	\$ 8,415	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 70,000	\$ 7,000	\$ 77,000	\$ 14,497
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
Statewide mTBI/Consussion Conference	\$ -	\$ -	\$ -	\$ 15,323
Stipends for team leaders, school pilot sites, CMT's	\$ 13,000	\$ 1,300	\$ 14,300	\$ -
Advisory Committee Meetings	\$ -	\$ -	\$ -	\$ 2,000
Resource Facilitation Training	\$ 6,500	\$ 650	\$ 7,150	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 222,950	\$ 22,295	\$ 245,245	\$ 112,462

Indirect As A Percent of Direct

10.0%



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$2,000,000.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

3/9/15
Date

Laura A. Flashman
Name:
Title: President, BIANH



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

3/9/15
Date

Laura A. Flashman
Name:
Title: President BIANH



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/9/15
Date

Laura A. Flashman
Name:
Title: President BIANH



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials lef

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3/9/15
Date

Laura A. Heshman
Name:
Title: President, BIANIH

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials lah



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

3/9/15
Date

Laura A. Flashman
Name:
Title: President, BIANH



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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 and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. 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.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "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.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- 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 notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules 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 any 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



Exhibit I

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 over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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 and Security Rule.
- e. 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 as provided under Section 3 (I). 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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. 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 use and 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.
 - g. 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.
 - h. 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.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for 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.
 - j. 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.
 - k. 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 and Security 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.
 - l. 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



Exhibit I

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 of 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 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) 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 I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I 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 this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health + Human Services
The State

[Signature]
Signature of Authorized Representative

D. Langley
Name of Authorized Representative

Director, BEAS
Title of Authorized Representative

3/16/15
Date

Brain Injury Association of NH
* Laura A. Flashman
Name of the Contractor

Laura A. Flashman
Signature of Authorized Representative

Laura A. Flashman
Name of Authorized Representative

President, BIANH
Title of Authorized Representative

3/9/15
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/9/15
Date

Laura A. Fushman
Name:
Title: President, BIANH



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 1240.26498
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 filed September 15, 1983. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Amy Messer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Brain Injury Association of New Hampshire.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 5, 2015:
(Date)

RESOLVED: That the Laura Flashman
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9 day of March, 2015.
(Date Contract Signed)

4. Laura Flashman is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Amy Messer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of March, 2015.

By Amy B. Messer
(Name of Elected Officer of the Agency)

Amy L. Birt
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

AMY L. BIRT, Notary Public
My Commission Expires March 26, 2019

Commission Expires: _____

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

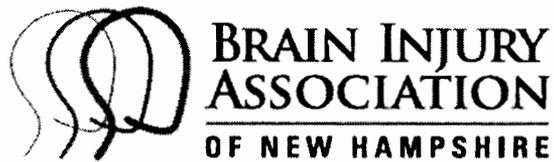
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1237717	11/01/2014	11/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1237717	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB475590	11/01/2014	11/01/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9511750	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER State of NH, DHHS 105 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE



Our Mission – *To create a better future through brain injury prevention, education, advocacy, and support.*

Our Vision – *A world where preventable brain injuries are prevented, unpreventable brain injuries are minimized, and people who have experienced brain injury can maximize their quality of life.*

Our Core Function – *We are the voice of acquired brain disorder (TBI, stroke, brain tumor) in New Hampshire.*

BRAIN INJURY ASSOCIATION OF
NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

BRAIN INJURY ASSOCIATION OF
NEW HAMPSHIRE AND AFFILIATES

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DECEMBER 31, 2013 AND 2012

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DAVID A. KREED

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

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 statements of financial position as of December 31, 2013 and 2012, 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, 2013 and 2012, 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.



David A. Creed
Certified Public Accountant
July 11, 2014

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2013 AND 2012

ASSETS	<u>2013</u>	<u>2012</u>
Cash and Cash Equivalents	\$ 1,027,440	\$ 1,110,020
Grants and Contracts Receivable	193,416	76,098
Property and Equipment, Net	7,019	5,093
Security Deposits	<u>1,200</u>	<u>1,200</u>
Total Assets	\$ <u>1,229,075</u>	\$ <u>1,192,411</u>
LIABILITIES		
Accounts Payable	\$ 51,324	\$ 51,687
Bingo Carryover Prizes	12,665	5,355
Loans Payable	<u>50,053</u>	<u>75,350</u>
Total Liabilities	114,042	132,392
NET ASSETS		
Unrestricted	<u>1,115,033</u>	<u>1,060,019</u>
Total Net Assets	<u>1,115,033</u>	<u>1,060,019</u>
Total Liabilities and Net Assets	\$ <u>1,229,075</u>	\$ <u>1,192,411</u>

See accompanying notes and independent auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

UNRESTRICTED NET ASSETS	<u>2013</u>	<u>2012</u>
SUPPORT AND REVENUE		
Program Income	\$ 1,003,248	\$ 825,041
Grants	110,921	77,326
Contributions	9,736	19,653
Fund Raising	119,671	257,262
Memberships/Sponsorships	26,713	18,412
Registration Fees	30,740	42,463
Other Revenue	14,555	8,921
Interest Income	5,395	5,006
Special Events - Bingo	<u>2,276,480</u>	<u>2,647,098</u>
Total Support and Revenue	<u>3,597,459</u>	<u>3,901,182</u>
 EXPENSES		
Program Services	1,164,031	1,102,939
Management and General	196,367	187,576
Fund Raising	47,935	69,286
Special Events - Bingo	<u>2,134,112</u>	<u>2,402,745</u>
Total Expenses	<u>3,542,445</u>	<u>3,762,546</u>
 Change in Net Assets	 55,014	 138,636
Net Assets at Beginning of Year	<u>1,060,019</u>	<u>921,383</u>
Net Assets at End of Year	\$ <u>1,115,033</u>	\$ <u>1,060,019</u>

See accompanying notes and independent auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2013
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2012

	<u>Program</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2013</u>	<u>Total 2012</u>
Salaries and Wages	\$ 727,943	\$ 121,465	\$ 1,470	\$ 850,878	\$ 773,407
Employee Benefits and Payroll Taxes	134,732	22,481	113	157,326	159,579
Office Rent	22,976	5,744	1,570	30,290	28,255
Repairs and Maintenance	7,584	1,896	20	9,500	10,673
Travel Expense	36,119	5,160	696	41,975	43,475
Telephone	14,276	3,569	-	17,845	17,270
Office Expense and Postage	24,618	6,155	1,818	32,591	28,263
Printing	23,506	3,358	3,912	30,776	20,308
Conferences and Training	27,960	3,107	300	31,367	36,466
Dues and Subscriptions	23,581	2,620	-	26,201	29,604
Insurance	8,244	1,177	-	9,421	12,189
Professional Fees	24,817	3,545	-	28,362	38,213
Marketing and Advertising	584	-	-	584	5,840
Special Events	-	-	6,382	6,382	30,337
Donations	-	10,211	150	10,361	14,080
Contract Services	84,552	-	31,079	115,631	103,957
Service Fees	-	2,667	425	3,092	5,088
Interest Expense	-	2,577	-	2,577	-
Total Before Depreciation	1,161,492	195,732	47,935	1,405,159	1,357,004
Depreciation	<u>2,539</u>	<u>635</u>	<u>-</u>	<u>3,174</u>	<u>2,797</u>
Total Functional Expenses	<u>\$1,164,031</u>	<u>\$ 196,367</u>	<u>\$ 47,935</u>	<u>\$1,408,333</u>	<u>\$1,359,801</u>

See accompanying notes and independent auditor's report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012**

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2013</u>	<u>2012</u>
Change in Net Assets	\$ 55,014	\$ 138,636
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	3,174	2,797
(Increase) Decrease In:		
Grants and Contracts Receivable	(117,318)	(31,320)
Prepaid Expenses	- -	2,197
Increase (Decrease) In:		
Accounts Payable	(363)	(10,576)
Bingo Carryover Prizes	<u>7,310</u>	<u>(26,602)</u>
Net Cash Provided (Used) by Operating Activities	(52,183)	75,132
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(5,100)</u>	<u>(771)</u>
Net Cash Provided (Used) by Investing Activities	<u>(5,100)</u>	<u>(771)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds	5,100	18,000
Loan Repayments	<u>(30,397)</u>	<u>- -</u>
Net Cash Provided (Used) by Financing Activities	<u>(25,297)</u>	<u>18,000</u>
Increase (Decrease) in Cash and Cash Equivalents	(82,580)	92,361
Beginning Cash and Cash Equivalents	<u>1,110,020</u>	<u>1,017,659</u>
Ending Cash and Cash Equivalents	\$ <u>1,027,440</u>	\$ <u>1,110,020</u>

See accompanying notes and independent auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

The Brain Injury Association of New Hampshire is a nonprofit organization located in Concord, New Hampshire. The mission of the Association is to promote awareness, understanding, and prevention of brain injury through education, advocacy, research, and community support services that result in reduced incidents and improved outcomes of children and adults with brain injuries.

Principles of Consolidation

The consolidated financial statements include the accounts of the Brain Injury Association of New Hampshire and the New Hampshire Wings of Hope Foundation, collectively referred to as "the Organization". All significant intercompany transactions and balances have been eliminated. The New Hampshire Wings of Hope Foundation is also a nonprofit organization, raising funds to promote various educational and charitable endeavors. The Association has both an economic interest and control of the other nonprofit organization as the primary beneficiary of its fund raising activities and also sharing its management team and governing board.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Financial Statement Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets, where applicable: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

Income Taxes

The Brain Injury Association of New Hampshire and the New Hampshire wings of Hope Foundation are exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code, and are classified by the Internal Revenue Service as other than a private foundation. With few exemptions, the Organization is no longer subject to income tax examinations by federal or state tax authorities for years prior to 2010.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments available for current use, with an initial maturity of three months or less, to be cash equivalents.

Public Support and Revenue

All contributions and grants are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases these net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Many people involved with the Organization have donated significant time to its activities and programs; however, no amounts have been reflected in the financial statements because the value of contributed services did not meet the requirements for recognition.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are written off directly to bad debt expense.

Property and Equipment

Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Purchased property and equipment is capitalized at cost. The Association capitalizes property and equipment valued over \$ 1,000. Expenditures for major renewals and

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (continued)

betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from five to forty years.

Advertising Costs

The Organization generally expenses advertising costs as they are incurred. Marketing and advertising expense in total was \$ 584 and \$ 5,765 for the years ended December 31, 2013 and 2012 respectively.

Concentration of Credit Risk

The Organization maintains several cash accounts at three local banks. Accounts held at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$ 250,000 per depositor. As of December 31, 2013 and 2012, there were uninsured cash balances of \$ 516,413 and \$ 598,022 respectively.

Functional Allocation of Expenses

The costs of providing the various program services and general and administrative support have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Disclosures and Report Modifications

The financial statements include certain prior-year summarized comparative information in total but not by net asset class or functional designation. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended December 31, 2012, from which the summarized information was derived.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE B - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

The following is a summary of property and equipment at December 31, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Equipment	\$ 56,835	\$ 51,735
Furniture and Fixtures	<u>11,127</u>	<u>11,127</u>
Total Property and Equipment	67,962	62,862
Less: Accumulated Depreciation	<u>(60,943)</u>	<u>(57,769)</u>
Net Property and Equipment	\$ <u>7,019</u>	\$ <u>5,093</u>

NOTE C - LOANS PAYABLE

The Association secured a line of credit with a local bank, renewed through January 2014, in the maximum amount of \$ 125,000, and collateralized by substantially all assets. The interest rate at December 31, 2013 was 4.25%. The outstanding balances as of December 31, 2013 and 2012 were \$ 45,350 and \$ 75,350 respectively.

The Association entered into an equipment lease agreement with a finance company in June 2013 for a new copier, valued at \$ 5,100. The term of the lease is for sixty months, with a monthly lease payment of \$ 110, and an imputed interest rate of approximately 10.70%. There is also an end of term purchase option for \$ 1. The outstanding balance as of December 31, 2013 was \$ 4,703.

NOTE D - BINGO ACTIVITIES

Under license from the State of New Hampshire, the Association runs weekly bingo games as a fund raising activity. The Association entered into an agreement to lease a hall in Hudson, New Hampshire in order to conduct the bingo games. The term of this agreement is for the period of July 1, 2013 through June 30, 2014. The rent to be paid to the lessor for each gaming date shall not exceed the rates as permitted by the New Hampshire Pari-Mutuel Commission. During the term, the daily rental shall be \$3.00 per person for the first 366 persons, and \$2.00 per person for each additional person.

Because of the statutory bingo exclusion as defined in IRS Publication 3079, *Tax-Exempt Organizations and Gaming*, an exempt organization may conduct games meeting the exclusion to raise funds, and the activity will not generate unrelated business income subject to taxation.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE E - LEASE

The Association presently leases office and administrative space located at 109 North State Street in Concord, New Hampshire. The Association has continued to rent this space as a tenant-at-will, with the base monthly rent set at \$ 2,190. The lessor is responsible for all utilities commonly assessed, to include heat, electricity, water, and sewer. The total cost of occupancy, to include assessed charges, was \$ 30,290 and \$ 28,255 for the years ended December 31, 2013 and 2012 respectively.

NOTE F - INCOME TAXES

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Organization, including entities exempt from income taxes. Management has evaluated the tax positions taken and concluded that the Organization does not have any significant unrelated business income and has taken no uncertain tax positions that require recognition or disclosure in the financial statements. Therefore, no provision for income taxes has been included in these financial statements.

NOTE G - FAIR VALUE MEASUREMENTS

The Organization estimates that the fair value of all financial instruments at December 31, 2013 and 2012, such as cash and cash equivalents, grants and contracts receivable, and loans payable, none of which is held for trading purposes, does not differ materially from the aggregate carrying values of said financial instruments recorded in the accompanying statements of financial position, due to the short maturities of those instruments. Where applicable, the estimated fair value amounts are determined by the Association using available market information and appropriate valuation methodologies.

NOTE H - TAX SHELTERED ANNUITY

The Association maintains a tax deferred annuity plan under Internal Revenue Code Section 403(b). Eligible employees are allowed to contribute to this plan. The Association contributed \$ 53,297 and \$ 46,863 to the plan for the years ended December 31, 2013 and 2012 respectively.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

NOTE I - FISCAL SPONSORSHIP

The Association has assumed the fiscal sponsorship for the annual Caregivers Conference presented by the Coalition of Caring, which represents several nonprofit organizations throughout New Hampshire. As a fiscal sponsor, the Association assumes legal and financial responsibility for this community venture, while advancing the mission and respective purposes of both the fiscal sponsor and associated organizations.

The Association has also been retained by other nonprofit organizations to act as their fiscal agent, receiving and disbursing funds on their behalf. The cash balances and corresponding liabilities of \$ 30,851 and \$ 30,663 as of December 31, 2013 and 2012 respectively are included in the statements of financial position.

NOTE J - EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through July 11, 2014, the date which the financial statements were available to be issued.

2014-2015 OFFICERS/EXECUTIVE COMMITTEE

President:

Laura Flashman, Ph.D.

Vice-President:

Amy Messer, Esq.

Treasurer:

David Jenkins

Secretary:

Freddi Gale

At Large:

Scott Dow, CBIS, CE, Reg. Dir.

Robin Kenney, EdD

Family Council Representative:

Jeannine Leclerc

Diane Schreck

Survivor Council Representative:

Paul Van Blarigan

Professional/Provider Council Representative:

Jeremiah Donovan, MBA, CBIS

Executive Director:

Steven D. Wade

Immediate Past President:

Brant Elkind, MS, CBIST

2014-2105 BOARD OF DIRECTORS

Term Ending 2015

Courtney Barlotta (student rep)

[REDACTED]

Derrick Beaudin (student rep)

[REDACTED]

Donna Beaudin

[REDACTED]

Rocco A. Chiappini, M.D.

[REDACTED]

Rosalie Johnson

[REDACTED]

Elizabeth Kenney

[REDACTED]

Michael Palmieri, President/CEO

[REDACTED]

Garry Sherry

[REDACTED]

Joe Viana

[REDACTED]

Term Ending 2016

Catherine Costanzo, Esq.

[REDACTED]

Laura Decoster, ATC

[REDACTED]

David Eby, Esq.

[REDACTED]

Philip Girard

[REDACTED]

Ellen Keith, MSW

[REDACTED]

Term Ending 2017

Gina England, MA CC-SLP

[REDACTED]

David F. Bauer

[REDACTED]

Jeff Hiatt

[REDACTED]

Lisa Martel, LCSW

[REDACTED]

Jon Lanteigne

[REDACTED]

William Storo, M.D.

[REDACTED]

Ex officio members

John Capuco

[REDACTED]

John Richards

[REDACTED]

Newton Kershaw, Jr.

[REDACTED]

J Am
For Ellen's personal file
Ela

Ellen M. Edgerly

23 Jack Hill
Hampshire 03301

Professional Profile

Name: Ellen M. Edgerly

Business Address: Brain Injury Association of New Hampshire
109 No. State Street, Concord, New Hampshire 03301

Current Position: Community Organizer
Support Group Coordinator
Annual Caregivers Conference Chair/Coordinator
Brain and Spinal Cord Injury Advisory Council Secretary
Abusive Head Trauma Coalition Coordinator

Date of Employment: November 1998 to present

Education

Diploma Spaulding High School Rochester, NH
1972-1976

Currently pursuing a Bachelors in Science, Granite State College, University System of
New Hampshire

Professional Experience

-September 1994-May 1995, Institute on Disability Family Leadership Series-University
of New Hampshire

-May 1996-September 1996, The New Hampshire Leadership Series on Managed Care-
University of New Hampshire

-November 1996-December 1996-New Approaches to Family Support; A program for
Facilitators of Family Support, University of New Hampshire

-January 21, 1997-December 31, 1997, Assistive Technology Funding & Systems
Change Project Leadership Training

-May 1997-November 1997, The New Hampshire Leadership Series on Special
Education, University of New Hampshire

-June 2006 – December 2010, HRSA Traumatic Brain Injury Grant, Project Coordinator

-March 2010 – January 2011, Shaken Baby Syndrome ARRA Grant, NH Bureau of Developmental Services, Part C, Project Coordinator

-January 2009, 2010, 2011, 2012, 2013 Brain Injury Legislative Leadership Program Coordinator

-August 2010 Air Show, Children's Event Coordinator

-August 2011 Air Show, Children's Event Coordinator

-June 2012 Air Show, Children's Event Coordinator

-Present Experience/ Responsibilities

- Brain Injury Public Policy Committee Coordinator
- Support Group Coordinator for 13 statewide brain injury support groups
- Lead coordinator for Statewide Caregivers Conference
- Project Coordinator Abusive Head Trauma Coalition
- Brain and Spinal Cord Injury Advisory Council Secretary
- Medical Care Advisory Committee Member

Ronald L Snow

Key Skills

Event Management

Fundraising

Sponsorship

Outreach

Program coordination

Social Media

Public Speaking

System Integration
Planning

Education tools

Education

Dartmouth College
Hanover, NH

BA in Psychology,
1987

Special Committees

**Civilian/Military
Traumatic Brain
Injury
Collaborative-**
co-chair

**Senate Bill 102-
Commission on TBI
& PTSD in the
Military-**Member and
Outcome Committee
co-chair.

DIRECTOR OF MARKETING/ DEVELOPMENT

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE

Marketing:

Increase awareness of the organization's mission: *to create a better future through brain injury prevention, education, advocacy and support.*

Key programs:

Helmet Safety- Proper sizing and fitting of bike helmets for deserving kids.

Domino's Pizza Citation-Coordinated efforts with Domino's Pizza and Concord Police Dept to have officers write tickets to children wearing a helmet. The tickets are good for a free pizza.

Concussion Seminar for Ski Coaches- Developed a comprehensive program on signs, symptoms, and return-to-play guidelines for ski coaches.

Event Planning:

Boston-Portsmouth Air Show, Associate Director. A top tier Air Show with over 65,000 attendees. Manage all aspects of planning, execution, and sponsorship.

Pull for Wounded Warriors- A giant tug of war between a jetliner and teams of 25 members raising funds for wounded warriors living with traumatic brain injury.

Heads Up Half Marathon: Organizing half marathon road race Co-Director.

Annual Golf Tournament- Director fundraising golf tournament.

Previous Experience:

Oncolab-(April 2010- Nov. 2010) Marketing Consultant. A Privately held company performing a cancer blood test. Boston, MA.

Montana Signature Properties-(Jan 2001-May 2010) Managing Broker. Managed 6 sales agents in high end real estate sales. Bozeman, MT.

Big Sky Prudential Real Estate-(April 1996-Dec. 2000) Broker/sales agent. Sold recreational real estate in southwest Montana. Big Sky, MT.

East Slope Anglers-(Jun 1989-Dec 2008) Professional Fly Fishing guide. Guided the fabled waters of SW Montana. Big Sky, MT.

LORI HAMEL SANDEFUR



EXPERIENCE: BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE, Concord, NH
(March 1998 to Present)

(October 2010 to Present)

Director of Events & Special Projects: Responsibilities include organization of new event, Heads Up Half Marathon and grant writing, in addition to previous duties as Program Coordinator.

(March 1998 to October 2010)

Program Coordinator: Responsible for organizing all aspects of annual conference for stroke and brain injury. This consists of organizing committees for each event, obtaining speakers, CEU's, conference facilities, brochure and all other related details. Assist with Family Help Line calls from survivors, family members and professionals. Coordinate Think First program. Organize and coordinate annual Walk-By-The-Sea fund-raiser which entails finding sponsors, recruiting volunteers and teams, providing a luncheon, designing brochures and t-shirts.

THINKFIRST National Injury Prevention Foundation

(June 2002 to Present) A Brain and Spinal Cord Injury Prevention Program

NH State Chapter Director for NH: Coordinate and provide ThinkFirst presentations to NH schools for students in grades K-12 on injury prevention. "ThinkFirst programs educate young people about their personal vulnerability and the importance of making safe choices. Buckle up, drive safe and sober, and avoid violent situations."

COMMUNITY SERVICES COUNCIL OF NEW HAMPSHIRE, Concord, NH

(January 1995 to February 1998) A human services agency providing services to traumatically brain injured and developmentally disabled individuals.

Marketing Consultant: Responsible for marketing Traumatic Brain Injury, Home Care and Developmental Disability services throughout New Hampshire to increase public awareness and expand referral base. Implemented a formal referral process, creating a more effective and efficient system. Developed and designed new collateral marketing materials. Co-facilitated the JCAHO preparation process for the agency's Home Care program.

INTEGRATED HEALTH SERVICES INC., Manchester, NH (February 1992 to March 1994) A provider of Skilled Nursing Care & Subacute Care Services.

Regional Marketing Director: Responsibilities included obtaining contracts with local insurance, HMO and PPO providers; coordinating statewide marketing efforts via group presentations and joint marketing; assisting with interviewing, hiring and training of new marketing staff; implementing marketing and sales plan in concert with facility administrator and marketing department.

Senior Case Manager: Responsible for managing facility marketing and staff. Marketed to key insurance, physician and hospital referral sources. Organized facility seminars and open houses. Developed annual marketing and sales plans. Identified and recommended development of new program offerings and existing program enhancements.

Case Manager: Performed patient screening assessments. Worked closely with patient and family members during the referral process. Marketed to and educated insurance case managers, physicians and hospital referral sources on subacute care, insurance verification and cost and benefit analysis for treatment plans. Responsible for generating referrals and admissions.

NEW MEDICO NEUROLOGICAL REHABILITATION SYSTEM

Lynn, MA. (April 1990 to January 1992)

Marketing Associate: Responsible for establishing and maintaining a solid base of referral sources. Worked closely with patient and family members during the referral process. Assisted referral sources by providing updated program information, clinical consultation and education. Developed a network with physicians and other professionals in the field of rehabilitation through target marketing and sales events.

CHOMERICS, INC. (a Grace company) Hudson, New Hampshire
(September 1982 to March 1990) a manufacturer of specialty composite materials for electronics packaging.

Applications and Marketing Specialist: Coordinated direct marketing effort to target accounts. Contributed to product advertising, catalog publication and sales promotion programs. Provided technical support for field sales engineers. Worked with R&D developing and modifying products. Conducted product-training sessions for field sales.

Inside Sales Representative: Responsibilities included price quotations, processing and expediting orders, supporting field sales and customers; special marketing projects.

AMERICAN SCIENTIFIC PRODUCTS, Bedford, Massachusetts
A distributor of medical products. (March 1981 to September 1982)

Customer Service Representative: Responsibilities included customer service and sales by telephone requiring an in-depth knowledge of medical and chemical products sold to hospitals and laboratories.

EDUCATION: UCONN, Bachelor of General Studies, Social Science Theme, May 2013
Professional Grant Development Workshop, Hartford University, 2010
Rivier College, Nashua, New Hampshire; AS, Marketing
Castleton State College, Castleton, Vermont; Sociology

Maureen Long



PROFESSIONAL EXPERIENCE

Independent Telephone Case Manager May 2002 to July 2002

Worked under contract with Bunch & Associates, Inc. reviewing worker's compensation files for newly acquired Costco California employees and case managing a number of these files. (Hired for independent work as NCM relocated to New Hampshire and no area office for Bunch.)

Having both exceptional telephonic nursing skills and computer expertise. Well versed and experienced on case management with varying companies and states for same.

Bunch & Associates, Inc. June 2001 to April 2002

Telephonic nurse case management for Lowe's managing worker's compensation claims for Ohio and later for New Jersey, Massachusetts, and parts of Virginia and New York.

West Penn Hospital July 1980-January 1996
Pittsburgh, Pennsylvania

Clinical Coordinator-Labor and Delivery December 1990-December 1991
July 1992-June 1995

Conducted monitoring activities to ensure achievement of departmental goals. Wrote new, reviewed and revised departmental policies and procedures for all obstetrical areas including labor and delivery, antepartum, newborn nursery and postpartum. Assisted with development of new billing system for the unit. Developed new delivery registration system and new admission log for statistics and QA.

Managed human resources. Maintained and monitored staffing patterns for both labor and delivery and family centered care to meet unit needs. Monitored performances including annual performance reports. Fulfilled educational needs of the staff and new orientees, including lecturing segments of the Labor and Delivery Course and annual competencies.

Worked closely with unit Perinatologists with development of unit programs and interdisciplinary issues.

Was actively involved in the planning and development of new LDR unit.

Assisted Unit Manager with the described duties below.

Worked closely with and covered for Clinical Coordinators from both the Antepartum and Family Centered Care Units.

Continued to be active in staff duties when patient census and acuity warranted assistance.

Certified in Critical Care Obstetrics. Cared for and assisted

and supported other OB critical care staff members to proficiently manage the critical care OB patients.

Acting Unit Manager

April 1991-July 1991

Performed above described duties of Clinical Coordinator; but also professionally executed interviews and appropriate reports in the interviewing and disciplinary processes according to hospital procedure, utilizing the expert advice of appropriate hospital personnel.

Managed fiscal resources. Submitted justifiable operating and personnel budgets. Monitored expenditure to ensure a monthly budget variance to less than ten percent.

Monitored unit specific as well as general hospital QA.

Staff Nurse-Obstetrics

July 1980-December 1990

December 1991-July 1992

June 1995-January 1996

Functioned in Labor and Delivery caring for both normal and high risk obstetric patients. Served as surgical scrub nurse assisting with both scheduled and emergent procedures ranging from outpatient tubal ligations to emergent abdominal hysterectomies. Member of OB Critical Care Core group with responsibility in caring for high risks patients in a critical care mode while attempting to integrate the family unit.

Served as charge/resource nurse for over 15 years. Duties involved coordinating all patient care, matching staffs capabilities with the level of care required for the patient. Notifying appropriate departments, management personnel and physicians as indicated.

EDUCATION

St. Francis Medical Center

Pittsburgh, Pennsylvania

Diploma in Nursing, 1980.

Graduated in upper one-fifth of class.

La Roche College

Pittsburgh, Pennsylvania

Bachelor of Science in Nursing (Summa Cum Laude), May 1992.

Inducted into Sigma Theta Tau, April 1992.

PROFESSIONAL QUALIFICATIONS

- Past Certification in Critical Care Obstetrics, University of Texas Medical Branch, Harvey Troiano and Associates

PROFESSIONAL ORGANIZATIONS

- Sigma Theta Tau

Curriculum Vitae

JONATHAN D. LICHTENSTEIN, PSY.D., MBA
NEW HAMPSHIRE LICENSED PSYCHOLOGIST #1320
CLINICAL NEUROPSYCHOLOGIST
DARTMOUTH HITCHCOCK MEDICAL CENTER
DEPARTMENT OF PSYCHIATRY
ONE MEDICAL CENTER DRIVE • LEBANON, NH • 03756
PHONE (603) 650-5824 • JONATHAN.D.LICHTENSTEIN@HITCHCOCK.ORG

Professional References Available Upon Request

CURRENT POSITION

Interim Director, Pediatric Neuropsychological Services Sept. 2014 – present
Department of Psychiatry
Dartmouth-Hitchcock Medical Center

FACULTY APPOINTMENTS

Clinical Instructor Sept. 2014 – present
Department of Psychiatry
Geisel School of Medicine

Adjunct Faculty July 2012 – present
Institute for Graduate Clinical Psychology
Widener University

Adjunct Faculty Aug 2014 – present
Department of Clinical Psychology
Antioch University, New England

RESIDENCY & FELLOWSHIP

Pediatric Neuropsychology Fellow Sept. 2013 – Aug. 2014
Geisel School of Medicine at Dartmouth/DHMC
Supervisor: Arthur Maerlender, Ph.D., ABPP

Neuropsychology Postdoctoral Resident July 2012 – July 2013
RSM/Sports Concussion Center of New Jersey
Supervisor: Rosemarie Scolaro Moser, Ph.D., ABN, ABPP

APA-APPROVED INTERNSHIP

The Institute for Graduate Clinical Psychology July 2010 – July 2012
Rotation at Malamut & Moss, P.C.

Supervisors: Barbara Malamut, Ph.D. & Edward Moss, Ph.D.

EDUCATION

Widener University, Chester, PA Sept. 2007 – Jul. 2012

Doctorate, Clinical Psychology (Neuropsychology Track) (Psy.D.)

Masters, Business Administration (MBA)

Dissertation: *Questionably valid baseline scores on ImPACT: rates and factors of influence in a Division III athletic population*

Hampshire College, Amherst, MA

Sept. 2000 – May 2005

Bachelor of Arts (B.A.)

Thesis: *Perspectives on the German-Jewish body and mind: analysis of selected works by Heine, Panizza, and Thomas Mann*

GRANTS

▪ **NIH Grant No. RO1HD074757**

Local Principal Investigator, RESTORE-Cognition: sedation strategy and cognitive outcomes after critical illness in early childhood (2014-2017)

▪ **HRSA Grant No. H21MC26918**

Co-Director, Concussion Chalk Talk: Expanding the TBI system of care in New Hampshire for youth with mTBI/concussion (2014-2018)

HONORS AND AWARDS

▪ **Excellence in Empirical Dissertation Award**

Widener University

PUBLICATIONS

Maerlender, A.C., **Lichtenstein, J.D.**, Rieman, W., & Condiracci, C. (2014). Programmed physical exertion in recovery from sport-related concussion. *Developmental Psychology* (in press).

Lichtenstein, J.D., Moser, R.S., & Schatz, P. (2014). Age and test setting affect the prevalence of invalid baseline scores on neurocognitive testing. *American Journal of Sports Medicine*, 42(2), 479-84.

Moser, R.S., Schatz, P., & **Lichtenstein, J.D.** (2013). The importance of proper administration and interpretation of neuropsychological baseline and post-concussion computerized testing. *Applied Neuropsychology: Child*. [Epub ahead of print].

Defina, P.A., Moser, R.S., Glenn, M., **Lichtenstein, J.D.**, & Fellus, J. (2013). Alzheimer's disease clinical and research update for health care practitioners. *Journal of Aging Research*, vol. 2013, Article ID 207178, 9 pages.

SUBMITTED MANUSCRIPTS

Erdodi, L., **Lichtenstein, J.**, Rai, J., & Flaro, L. (submitted). Embedded validity indicators in Conners' CPT-II: do adult cutoffs work the same way in children?

Maerlender, A.C., **Lichtenstein, J.D.**, Berrios-Servo, G., Linnea, K.S., & Baird, L. (submitted). Evaluation of concussion management programs: a naturalistic pilot study.

CONFERENCE POSTERS & ABSTRACTS

Lichtenstein, J., Erdodi, L., & Holcomb, M. Introducing a Forced Choice Recognition Task to the CVLT-C (FCR-Child): Preliminary Findings. Poster to be presented at: 43rd Annual Meeting of the International Neuropsychological Society, 2015 February 3-7, Denver, CO.

Erdodi, L., Pelletier, C., Tyson, B., **Lichtenstein, J.**, Holcomb, M., Condiracci, C., & Roth, R. Embedded validity indicators in Conners' Continuous Performance Test, Second Edition (CPT-II) discriminate valid from invalid profiles more accurately during the repeat administration in a psychiatric sample. Poster to be presented at: 34th Annual Conference of the National Academy of Neuropsychology, 2014 November 12-15, Fajardo, Puerto Rico.

Lichtenstein, J.D., Holcomb, M.J., Erdodi, L.A., Maerlender, A.C., Condiracci, C., Roth, R.M., & Pelletier, C. Reliable digit vs. spatial span in a clinical pediatric sample: A visual alternative? Poster presented at: 12th Annual Conference of the American Academy of Clinical Neuropsychology, 2014 June 25-28, New York, NY.

Condiracci, C., Holcomb, M.J., Maerlender, A.C., **Lichtenstein, J.D.**, Erdodi, L.A., & Pelletier, C. The Global Assessment of School Functioning Scale (GASF): A measure of cognition, executive functioning, and behavior. Poster presented at: 12th Annual Conference of the American Academy of Clinical Neuropsychology, 2014 June 25-28, New York, NY.

Pelletier, C., Erdodi, L.A., Holcomb, M.J., **Lichtenstein, J.D.**, & Condiracci, C. Repeating Conners' CPT-II within a test battery increases sensitivity to attention deficit in children. Poster presented at: 12th Annual Conference of the American Academy of Clinical Neuropsychology, 2014 June 25-28, New York, NY.

Lichtenstein, J.D., Moser, R.S., Schatz, P., & Glatts, C. Frequency of invalid ImPACT baselines in a private practice setting: the implications of age. Poster presented at: 11th Annual Conference of the American Academy of Clinical Neuropsychology, 2013 June 19-22, Chicago, IL.

Lichtenstein, J.D., Lazar, M.F., Goldberg, K.B., Adams-Deutsch, Z., & Fleischer, J.M. The relationship between gender and questionable validity of ImPACT baseline scores in

college athletes. Poster presented at: 31st Annual Conference of the National Academy of Neuropsychology, 2011 November 16-19, Marco Island, FL.

Lichtenstein, J.D., Fleischer, J.M., Lazar, M.F., & Goldberg, K.B. Rates of questionably valid ImPACT baseline scores in college athletes. Poster presented at: 31st Annual Conference of the National Academy of Neuropsychology, 2011 November 16-19, Marco Island, FL.

Lichtenstein, J.D., Lazar, M.F., Goldberg, K.B., Adams-Deutsch, Z., & Fleischer, J.M. The relationship between history of concussion and questionable validity of ImPACT baseline scores in college athletes. Poster presented at: 31st Annual Conference of the National Academy of Neuropsychology, 2011 November 16-19, Marco Island, FL.

REVIEW ACTIVITIES

- Ad Hoc Reviewer, *Child Neuropsychology*
- Ad Hoc Reviewer, *Developmental Neuropsychology*
- Ad Hoc Reviewer, *The Clinical Neuropsychologist*

INVITED ADDRESSES

Lichtenstein, J.D. (March, 2015). "We're All in This Together: The Dos and Don'ts of School-Based Concussion Management." To be presented at the Annual Spring Pediatric Symposium, St. Anselm's College, Manchester, NH.

Lichtenstein, J.D. & Baird, L.R. (January 2015). "Neuropsychological Assessment: An Overview." Presented to Neurology Residents, Dartmouth Hitchcock Medical Center, Lebanon, NH.

Lichtenstein, J.D. (November, 2014). "Getting Emotional About Concussion: Affective Functioning Post-Injury. Presented at *Returning to Learn After Concussion* conference, presented by SERESC, Bedford, NH.

Lichtenstein, J.D. (July, 2014). "Get Smart: An Introduction to the Role of IQ and Achievement Testing in Neuropsychological Assessment. Presented to the section of Child and Adolescent Psychiatry, Geisel School of Medicine at Dartmouth, Lebanon, NH.

Lichtenstein, J.D. (June, 2014). "Return to Play and Return to Academics Protocols Following Concussion." Presented to the Northern New England Athletic Training Conference, Portsmouth, NH.

Lichtenstein, J.D. (March, 2014). "Heads Up! Let's Talk About Sports Concussion." Presented as part of the Richmond Middle School Brain Speaker Series, Hanover, NH.

Lichtenstein, J.D. (March, 2012). "Sports Concussion Management and the Student Athlete." Presented to the Princeton Day School Parents Association, Princeton, NJ.

PROFESSIONAL AFFILIATIONS AND MEMBERSHIPS

- American Academy of Clinical Neuropsychology (AACN)
- American Psychology Association (APA)
- Big Ten-CIC/Ivy League TBI Research Collaboration, Dartmouth College Representative

ADDITIONAL CLINICAL EXPERIENCE

Predoctoral Associate
The Center for Psychological Services
Paoli, PA

Sep. 2010 – July 2012

Supervisor: Jennifer Jackson-Holden, Psy.D.

Conducted assessments of intellectual functioning in pre-kindergarten students as part of school admissions procedures, including test administration, scoring, report writing, and delivering feedback to parents. Consultation to schools concerning performance and learning styles was also provided.

Predoctoral Practicum Student
Montgomery School/The Center for Psychological Services
Chester Springs & Paoli, PA

Sep. 2009 – May 2010

Supervisors: Nicole Chaikin, Psy.D. & Jennifer Jackson-Holden, Psy.D.

Conducted intellectual functioning and comprehensive personality assessments with school-aged children. Assessment process included test administration, scoring, report writing, and delivering feedback to parents. Individual counseling and skills-based coaching was also enacted with students. Contributed to social-support teams within the school, along with providing consultation to teachers and administrators.

Psychometrician
Pharmacological Drug Trial
Newark, DE

Oct. 2008 – June 2009

Administered CDR and DADS assessments to patients with Alzheimer's Dementia (who were carriers of the APOE-4 allele) and their caregivers. Functioned as blind rater for this study.

Predoctoral Practicum Student
Neurobehavioral Group
Newark, DE

Sep. 2008 – May 2009

Supervisor: Glen Greenberg, Ph.D., ABPP

Administered and scored neuropsychological test batteries for diverse patient population. Conducted intake interviews and composed initial evaluation reports, as well as brief assessments.

Predoctoral Practicum Student
Carelink STAR Program
Norristown, PA

Oct. 2007 – May 2008

Facilitated group and individual therapy within this residential setting for convicted sexual offenders with chronic mental illness.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Steven Wade	Executive Director	94,300*	0	0
Eria Hall	Program & Services Director	86,000	0	0

* Base