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STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 101 Pleasant Street Concord, N.H. 03301 FAX 603-271-1953 Citizens Services Line 1-800-339-9900

September 8, 2014

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

#### REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation to enter into a contract with the Brain Injury Association of New Hampshire, Concord, New Hampshire (Vendor Code 156086) to provide independent living services in an amount not to exceed \$68,862.00, effective October 1, 2014 or upon Governor and Council approval whichever is later through September 30, 2015 with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. 100% Federal.

Funding is available in the account entitled Independent Living Services (Part B) for FY 15/16 pending legislative approval of the next biennial budget:

FY 2015	06-56-56-565510-6485-102-0731	Contracts for Program Services	\$51,646.00
FY 2016	06-56-56-565510-6485-102-0731	Contracts for Program Services	\$17,216.00

#### **EXPLANATION**

The New Hampshire Department of Education receives an annual grant of \$305,350 from the United States Department of Education. The grant under Title VII, Part B of the Rehabilitation Act of 1973, as amended enables the state to continue to provide independent living services to individuals with significant disabilities so that they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities. The services provided under this contract are available statewide.

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

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A request for proposal was posted to the Department of Education's website, the Statewide Independent Living Council's website and released to community based organizations that are potential or former vendors. Three proposals were received, Granite State Independent Living, Northeast Deaf and Hard of Hearing Services, Inc., and the Brain Injury Association of New Hampshire. A committee comprised of employees from the Department of Education and the Department of Health and Human Services reviewed the proposals submitted utilizing an evaluation tool that was developed based on the request for proposal requirements (Attachment A). The committee recommended funding Northeast Deaf and Hard of Hearing Services which will provide service coordination, sight service coordination for individuals who are deaf-blind, and interpreter services to the deaf, hard of hearing and deaf-blind population in the amount of \$49,235.00; Granite State Independent Living will provide service coordination, access services, transportation and travel training for persons with disabilities in the amount of \$179,524.00; and, the Brain Injury Association of New Hampshire (BIANH) will provide family neuro-resource facilitation, armed forces and post-traumatic stress disorder online resource center, information and referral services for persons with acquired brain injury and a program which provides family to family support in the amount of \$68,862.00. The Three grantees for Title VII, Part B resources will be awarded monies, pending Governor and Council approval.

The rationale for the decision to fund three proposals is based on Title VII, Part B, Section 713, of the Rehabilitation Act of 1973, as amended. Section 713 articulates the authorized uses for Part B resources. This section states that Part B monies may be used to "support activities to increase the capacities of public and nonprofit agencies and organizations and other entities to develop comprehensive approaches or systems for providing independent living services."

Each response to the Request for Proposals for Title VII, Part B monies addressed service provision to different populations of individuals with disabilities that continued to be underserved.

The Title VII, Part B FY15 RFP review occurred on Tuesday, July 9, 2014.

The RFP review panel consisted of employees from the Department of Education and the Department of Health and Human Services:

**Lisa Hatz**, Administrator III of Field Services, Bureau of Vocational Rehabilitation. Ms. Hatz brings 13 years of experience in developing and monitoring new contracts and initiatives related to vocational rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

**Sharon DeAngelis**, Business Administrator II, Division of Career Technology and Adult Learning. Ms. DeAngelis has 22 years' experience in developing and monitoring budgets for the Division as well as contract development and monitoring contract requirements.

**Joan Holleran**, Administrator I, External Relations. Ms. Holleran has administered the Independent Living program at the Department of Education for 14 years and has extensive experience in developing and monitoring the Independent Living contracts during the past decade.

**Denise Sleeper**, Administrator II, Bureau of Developmental Services, Department of Health and Human Services. Ms. Sleeper has extensive experience and knowledge of programs for individuals with disabilities, and has been the Administrator of the Medicaid Infrastructure Grant for the past few years and has led efforts to significantly impact the services provided to individuals with developmental disabilities in NH.

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The federal statute (The Rehabilitation Act Amendments of 1973, as amended) requires that the State work in collaboration with the Statewide Independent Living Council to expand Part B Services. The RFP reviewers believe that this can be more effectively insured with in-depth deliberations which result in a consensus. The role of the committee members was advisory in nature. They provided information, analysis and recommendations that were presented to the Commissioner of Education. The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.

It will be the responsibility of the contractor to hire staff to coordinate and to provide services as stated in the contract. The Department will retain responsibility for monitoring the provision of services.

In the event that Federal funds are unavailable General funds will not be requested to support this program.

Respectfully submitted,

Virginija M. Barry, Ph.D

Commissioner of Education

S:/dcta/bvr/vrco/Common/G&C/BIANH 2014

# Attachment A

SCORING FOR REVIEW OF FY 15 TITLE VII, PART B PROPOSALS

# Proposal Criteria in the RFP

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

		Grant Score (70 passing)
Title VII, Part B FY 15 Grantee	<u>Amount</u>	Peer Review
Brain Injury Association of New Hampshire	\$ 68,862.00	92.00
Granite State Independent Living	179,524.00	91.50
Northeast Deaf and Hard of Hearing Services	49,235.00	83.50

Subject:

Brain Injury Association of New Hampshire-INDEPENDENT LIVING

FORM NUMBER P-37 (version 1/09)

# **AGREEMENT**

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

# **GENERAL PROVISIONS**

1. IDENTIFICATION.						
1.1 State Agency Name	1.2 State Agency Address					
NHDOE-Division of Career Technology & Adult Learning	21 South Fruit St., Suite 20, Concord, NH 03301					
1.3 Contractor Name	1.4 Contractor Address					
Brain Injury Association of New Hampshire	109 North State St., Concord, NH 03301					
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation					
Number 603.225.8400 565510-6485-102-0731	09/30/2015 \$68,862.00					
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number					
Virginia M. Barry, Ph.D., Commissioner of Education	603.271.3142					
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory					
Laura d Flashman	President BIANH					
On Aug 26,2014, 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]  [Seal]						
1.13.2 Name and Title of Notary or Justice of the Peace						
LErin P. Hall Justice of the F	Erin P. Hall Justice of the Peace					
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory					
Urginia Or. Barry	Virginia M. Barry, Ph.D., Commissioner of Education					
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)						
Ву:	Director, On:					
1.17 Approval by the Attorney General (Form, Substance and Execution)  By:  On: 4/18/14						
1.18 Approval by the Governor and Executive Council						
Ву:	On:					

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

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

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

#### 4. CONDITIONAL NATURE OF AGREEMENT.

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

# 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

#### 7. PERSONNEL.

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

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

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

# 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

# 11. CONTRACTOR'S RELATION TO THE STATE. In

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- **18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

- **20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

#### **EXHIBIT A**

The Contractor shall determine eligibility based on 34 CFR Part 364.51 and 364.4 (21 (Authority: 29 U.S.C. 706(11)(c)(e)) develop and approve Independent Living Plans based on 34 CFR 364.52, (Authority: 29 U.S.C 71(c) and 796c(e) and (j) and provide independent living services up to the limit of the contract based on 34 CFR 364.4 sections (1) through (21), (Authority: 29 U.S.C. 79692(1).

#### I. Professional Services

The Contractor shall identify individuals who may be eligible for services, develop documentation in support of their eligibility and complete application information necessary to support their eligibility during the contract period for the following activities:

#### **Service Coordination**

- 1. The Contractor shall employ personnel who are specialists in acquired brain injury for the development and provision of independent living services in accordance with 34 CFR 364.23.
- 2. Provide information about independent living services and make referral to other programs for individuals with significant disabilities as required under 34 CFR 364.40.
- 3. Staff shall obtain medical, psychological, psychiatric, educational, vocational, social and financial information necessary to support eligibility for services under this program in accordance with 34 CFR 364.56. Consumers shall be notified of their right to appeal decisions made by the contractor. Consumers shall also be notified of the services of the Client Assistance Program and how to contact them in accordance with 34 CFR 364.30.
- 4. Staff shall assist applicants in the completion of application forms, and the development of the Independent Living Plan following the determination of eligibility prior to providing services in accordance with 34 CFR 364.50 and 34 CFR 364.52.
- 5. The Contractor shall coordinate services with other state and local programs to avoid duplication of services in accordance with 34 CFR 364.27.
- 6. Staff shall develop and maintain a consumer service record for each independent living program consumer. Documentation shall include eligibility or ineligibility decisions signed and dated by the Service Coordinator, services requested by the consumer, the Independent Living Plan developed with the consumer or a waiver signed by the consumer stating that an Independent Living Plan is unnecessary, the services actually provided, and goals achieved by the consumer in accordance with 34 CFR 364.53.
- 7. The Independent Living Plan (ILP) shall identify the service(s) to be provided, the approximate cost and duration; the provider; the goal of the program; the intermediate objective(s) to be attained as a result of the service(s); and the review period and criteria against which each objective shall be measured. Services that are needed beyond the period that is specified in the ILP will be provided only when the ILP is amended to specify an extension, and there is justification that the intermediate objective(s) can be attained only if the extension is approved.

Staff shall apply for and document in the consumer service record specific comparable benefits sought and obtained, prior to billing the Department of Education, Division of Career Tech and Adult Learning and Vocational Rehabilitation's Independent Living Program in accordance with 34 CFR 364.35.

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Date 5/36/14

- 8. Staff shall assist the consumer in the completion of a financial needs test per 12 month period which begins on the date of eligibility, for a service or combination of services. Services provided will be contingent upon financial need.
- 9. When an individual requires a service or services and the request for the service is denied, the director of the organization providing services shall notify the individual in writing. A copy of the consumer's rights, including the rights for appeal shall be included with this written notification. When an individual is denied a service under Title VII, Part B, the service provider shall offer an appeal procedure that complies with 34 CFR 364.58 and has been approved by the Statewide Independent Living Council (SILC) and the Designated State Unit.
- Staff shall maintain contact with consumers and service providers to ensure that services are being delivered in a timely and appropriate manner. Contacts will be documented in the consumer service record.
- 11. Staff shall coordinate service delivery between service providers and eligible consumers to ensure timely and appropriate services until each consumer's program is determined to be inactive or closed.
- 12. Staff shall provide quarterly reports indicating consumers served and total number of hours provided. At the end of the contract period a final report shall incorporate total number of consumers served, services provided, and hours of service provided under each service category of the contract.
- 13. Staff shall maintain a Management Information System to produce the Title VII, 704 Annual Performance Report as required in 34 CFR Parts 364, 365, and 366.

## **Veterans Website**

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

#### Information and Resources

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

# Family to Family Outreach

- 1. The contractor will contact families who have experienced coping with living with family members living with brain injury or stroke to reach in order to remind them of the supports and services that are available, and if needed to reconnect to services.
- 2. Records of contacts will be kept in hard copy and electronically.

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Date 4/26/14

## **Program Evaluation**

The contractor shall conduct bi-annual customer satisfaction surveys as a documentation of quality assurance and program evaluation. The survey will document the individual satisfaction with the services provided measuring the extent to which the services received improved the consumer's ability to live independently. Results shall be compiled and presented to the Department of Education, Rehabilitation Independent Living Program and the Statewide Independent Living Council bi-annually.

# III. Reporting

All Title VII, Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports are required, no later than 10 days, after the close of the previous month. The report/log should identify the following items: type of service being provided, staff providing the service, date of the service, hours of the service, and consumers receiving the service. The grantee will submit with these reports, monthly invoices for services provided, as described above. The first report and invoice will be due November 10, 2014.

The grantee will provide a quarterly itemized expenditure report and budget reconciliation report.

The grantee shall maintain financial records to support the receipt, accounting for, allocation of, and disbursement of all funds awarded. The monthly invoice will support and document all costs associated with services provided on the contact report/log.

The grantee shall maintain documents to support the delivery of services and make them available for review upon request. Program site visits will be conducted, at least biannually, to include a comprehensive financial review.

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# EXHIBIT B ESTIMATED BUDGET: LIMITATION ON PRICE: PAYMENT

## **Estimated Budget FY 2015**

Service Coordination \$51,646.00

Website Maintenance Information and Resources Family to Family Outreach

# **Estimated Budget FY 2016**

Service Coordination \$17,216.00 Website Maintenance

Information and Resources Family to Family Outreach

**Total** \$68,862.00

This budget may be adjusted between fiscal years but in no case can the total budget exceed the price limitation.

<u>Limitation on Price:</u> The total cost for all services provided under this contract shall not exceed \$68,862.00.

**Method of Payment:** Payment shall be made following receipt of invoices which are supported by a summary of activities that have taken place in accordance with terms of the contract along with a detailed listing of expenses incurred. If correct, payment will be made for 100% of the expenditures listed.

All invoices and reports shall be forwarded to:

New Hampshire Department of Education Division of Career Technology and Adult Learning 21 South Fruit Street, Suite. 20, Concord, NH 03301 Attention: Sharon B. DeAngelis, Business Administrator

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Contractor Initials \_ Date \_

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

# EXHIBIT C SPECIAL PROVISIONS

#### **Special Considerations**

- 1. The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:
  - a. OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations." Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

# 14. INSURANCE

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

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TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

#### **EXHIBIT D**

The Contractor identified in Section 1.3 of the General provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 174. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

## **BUSINESS ASSOCIATE AGREEMENT**

# (1) Definitions

- a. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in CFR Section 164.501.
- c. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "<u>Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "<u>Protected Health Information</u>" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

# (2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by covered Entity.

Page 6 of 10

Contractor Initials Date 8/26/14

- b. Business Associate may use or disclose PHI:
  - (i) for the proper management and administration of the Business Associate;
  - (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
  - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.
- (3) Obligations and Activities of Business Associate.
  - a. Business Associate shall report to the designated Privacy Officer of covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
  - b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement.
  - c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.
  - d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI provided under Section (3)K. herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this agreement for the purpose of use and disclosure of protected health information.
  - e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

Page 7 of 10

Contractor Initials by Date 8/26/14

- f. Within ten (10) business days of receiving a written request from Covered Entity Business Associate shall provide access to PHI in a designated record set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164,526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required by Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity; all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

# (4) Obligations of Covered Entity

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

Page 8 of 10

Contractor Initials Date 8/26/14

c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## (5) <u>Termination</u> for Cause

a. In addition to standard provision #10 of this agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

# (6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary to Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and state law.
- c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- e. Segregation. If any term or condition of the Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of the Exhibit D are declared severable.
- f. Survival. Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k., the defense and indemnification provisions of section 3 d. and standard contract provision #13, shall survive the termination of the Agreement.

Page 9 of 10

Contractor Initials July
Date 8/26/14

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

The State	Brain Injury Association of New Hampshire
Signature of Authorized Representative	Signature of Authorized Representative
Virginia M. Barry, Ph.D.  Name of Authorized Representative	Lauri A. Flashman  Name of Authorized Representative
Commissioner of Education	President BIANH
Title of Authorized Representative	Title of Authorized Representative
9/8/14	3/26/14
Date	Date/ /

Page 10 of 10

Contractor Initials Date 8/26/14

# State of New Hampshire Department of State

# **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 15, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21<sup>st</sup> day of August A.D. 2014

William M. Gardner Secretary of State



Help line: (800) 773-8400 Tel: (603) 225-8400 Fax: (603) 228-6749 www.bianh.org

THE VOICE OF BRAIN INJURY

### **MEMORANDUM**

TO:

**EXECUTIVE COMMITEE** 

FROM:

STEVEN WADE, EXECUTIVE DIRECTOR

SUBJECT: STATEWIDE INDEPENDENT LIVING GRANT (SILC) GRANT VOTE

**DATE:** 8/22/14

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

Votes were cast via email correspondence on August 20 through August 22, 2014 with the resolution passing unanimously with ten (10) votes in favor of the resolution.

Thank you,

Steven Wade

	Contificate of Authority
576	even Wade for <u>Certificate of Authority</u>
that:	redd; Gale, Clerk/Secretary of Brain Injury Assoc. Cy All do hereby certify
(1)	I maintain and have custody of and am familiar with the seal and minute books of the corporation;
(2)	I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
(3)	The following (is a) (are) true and complete $cop(y)$ (ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on $(20)$ , $(20)$ , which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
(4)	The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on $\frac{7}{1997}$ , $\frac{20}{1997}$ .
(5)	The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
(6)	The following person(s) lawfully occupy the office(s) indicated below:
	Laura Flashman PhD President
	Steve Wade CEO Ex Dr.
	Am J Messor Esq Vice President
	David Jenkins Treasurer
IN WIT	NESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this
770	
(Corpor	ate Seal if any)  Clerk/Secretary Freddi Gale
(If the c	corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)
	OF NEW HAMPSHIRE
COUNT	YOF Merrimaak
identifie identifie	On $\cancel{P}$ $\cancel{O}$ $\cancel{O}$ $\cancel{O}$ , before the undersigned officer personally appeared the person and in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation and in the foregoing certificate, and acknowledge that _he_ executed the foregoing certificate.
	In witness whereof I hereunto set my hand and official seal.

Notary Public/Justice of the Peace
Comm Exp 7-66 22, 2017

Client#: 19585

#### **BRAIN1**

ACORD.

PRODUCER

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/12/2014

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 :LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED :PRESENTATIVE 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).

CONTACT NAME:

Davis Towle Morrill & Everett			PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935					
115 Airport Road			E-MAIL ADDRESS:					
P O Box 1260							NAIC #	
Concord, NH 03302-1260			INSURER A: Philadelphia Insurance Co.					
INSURED	ш		INSURE	RB: Liberty	Mutual Ins	urance		
Brain Injury Association of I 109 North State Street, Suite			INSURE	RC:				
•	2		INSURE	RD:				
Concord , NH 03301-4334			INSURE	RE:				
			INSURE	RF:				
		NUMBER:				REVISION NUMBE		
THIS IS TO CERTIFY THAT THE POLICIES ( INDICATED. NOTWITHSTANDING ANY REOL CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH P	IREMEN	IT, TERM OR CONDITION OF THE INSURANCE AFFORDED	ANY By T	CONTRACT OF HE POLICIES	DESCRIBED I	CUMENT WITH RESI HEREIN IS SUBJECT	PECT TO V	VHICH THIS
INSR TURE OF INCURANCE AL	DLSUBF			POLICY EFF (MM/DD/YYYY)			LIMITS	
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								000,000
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AUTOS AUTOS NON-OWNED AUTOS AUTOS	İ					PROPERTY DAMAGE	\$	
HIRED AUTOS AUTOS						(Per accident)	s	
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AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  N N						E.L. EACH ACCIDENT		0,000
(Mendatory in NH)	/A					E.L. DISEASE - EA EMPI		
If yes, describe under DESCRIPTION OF OPERATIONS below					İ	E.L. DISEASE - POLICY		0.000
								1
								i
					}			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) Workers Compensation State: NH								
								1
CERTIFICATE HOLDER CANCELLATION								
			CANC	ELLATION	-			
State of NH  Department of Vocational Rehab  21 S. Fruit St			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Concord, NH 03301			AUTHORIZED REPRESENTATIVE					

1 of 1

# BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2012

ASSETS	<u>2012</u>
Cash and Cash Equivalents Grants and Contracts Receivable Property and Equipment, Net Security Deposits	\$ 1,110,020 76,098 5,093 1,200
Total Assets	\$ <u>1,192,411</u>
LIABILITIES	
HINDIDITIES	
Accounts Payable Bingo Carryover Prizes Loans Payable	\$ 51,687 5,355 75,350
Total Liabilities	132,392
NET ASSETS	
Unrestricted	1,060,019
Total Net Assets	1,060,019
Total Liabilities and Net Assets	\$ 1,192,411

# BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2012

UNRESTRICTED NET ASSETS	2012
SUPPORT AND REVENUE	
Program Income Grants Contributions Fund Raising Memberships/Sponsorships Registration Fees Other Revenue Interest Income Special Events - Bingo	\$ 825,041 77,326 19,653 257,262 18,412 42,463 8,921 5,006 2,647,098
Total Support and Revenue	3,901,182
EXPENSES	
Program Services Management and General	1,102,939 187,576
Fund Raising Special Events - Bingo	69,286 <u>2,402,745</u>
Total Expenses	3,762,546
Change in Net Assets	138,636
Net Assets at Beginning of Year	921,383
Net Assets at End of Year	\$ <u>1,060,019</u>

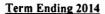
# BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2012

	<u>Program</u>	Management and General	Fund <u>Raisin</u> q	Total <u>2012</u>
Salaries and Wages \$	659,824	\$ 110,099	\$ 5,654	\$ 775,577
Employee Benefits and				
Payroll Taxes	136,461	22,770	514	159,745
Office Rent	18,752	4,688		23,440
Repairs and Maintenance	8,538	2,135		10,673
Travel Expense	37,309	5,330		42,639
Telephone	13,816	3,454		17,270
Office Expense and Postage	21,426	5,357		26,783
Printing	13,444	1,920		15,364
Conferences and Training	31,531	3,504		35,035
Dues and Subscriptions	26,644	2,960		29,604
Insurance	10,666	1,523		12,189
Professional Fees	33,436	4,777		38,213
Marketing and Advertising	5,765			5,765
Special Events		<b>-</b> -	63,118	63,118
Donations		13,875		13,875
Contract Services	83,089			83,089
Service Fees	<del></del>	4,625		4,625
maral n d				
Total Before				
Depreciation	1,100,701	187,017	69,286	1,357,004
Depreciation	2,238	<u>559</u>		<u>2,797</u>
Total Functional				
Expenses \$	1,102,939	\$ <u>187,576</u>	\$ 69,286	\$ 1,359,801

# BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES CONSOLIDATED STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2012

CASH FLOWS FROM OPERATING ACTIVITIES		2012
Change in Net Assets	\$	138,636
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation		2,797
(Increase) Decrease In: Grants and Contracts Receivable Prepaid Expenses		(31,320) 2,197
Increase (Decrease) In: Accounts Payable Bingo Carryover Prizes		(10,576) (26,602)
Net Cash Provided (Used) by Operating Activities		75,132
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment		(771)
Net Cash Provided (Used) by Investing Activities		<u>(771</u> )
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds Loan Repayments		18,000
Net Cash Provided (Used) by Financing Activities		18,000
Increase (Decrease) in Cash and Cash Equivalents		92,361
Beginning Cash and Cash Equivalents	1	,017,659
Ending Cash and Cash Equivalents	\$ <u>1</u>	,110,020

# 2013 - 2014 BOARD OF DIRECTORS



Courtney Barlotta (student rep) 39 Catesby Lane Bedford, NH 03110 courtney.faith.bhs@gmail.com

Derrick Beaudin (student rep) 5 Longwood Road Salem, NH 03079 603-898-3034 beaudins05@comcast.net

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william.r.storo@hitchcock.org

## Term Ending 2015

Donna Beaudin
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603-893-2900, ext 3237
dbeaudin@northeastrehab.com

Rocco A. Chiappini, M.D. 8 Westgate Road Mont Vernon, NH 03057-1903 w: (603) 547-3311 rocco.chiapppini@crotchedmountain.org

Rosalie Johnson 28 Lisa Beth Circle Dover, NH 03820 603-749-1825 ramblingrosepix@aim.com

Elizabeth Kenney 261 Old Greenfield Road Peterborough, NH 03458 w: (857) 234-4300 ekenney226@aol.com

Michael Palmieri, President/CEO Havenwood Heritage Heights 33 Christian Avenue Concord, NH 03301 603-224-5363 mpalmieri@hhhinfo.org

Garry Sherry NCIL PO Box 518 North Conway, NH 03860-0518 (603) 356-0282 gsherry@ncilnh.com

Joe Viana 120 Rabbit Run Road Madison, NH 03849-5743 w: (603) 539-7451 jviana@lakeview.ws Term Ending 2016
Catherine Costanzo, Esq.
Costanzo Law

PO Box 2098 Henniker, NH 03242 603-340-1873

costanzo@costanzolegal.com

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David Eby, Esq.
Devine Millimet
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603-695-8518
deby@devinemillimet.com

Philip Girard 84 Middle Road Deerfield, NH 03037 (603) 617-0293 pgirard@ellioths.org pgirard@metrocast.net

Ellen Keith, MSW 86 Moultonville Rd Center Ossipee, NH 03814 603-733-7133 (cell)

#### Ex officio members

John Capuco, Psy.D.
Dir. of BI Services
Bureau of Developmental Srv
105 Pleasant Street
Concord, NH 03301
(603) 271-5035 Fax: 271-5166
jcapuco@dhhs.state.nh.us

John Richards, SW 3 Scott Street Peterborough, NH 03458-1443 (603) 547-3311, ext. 1418 richardsjw@comcast.net

Newton Kershaw, Jr. 130 Steinmetz Drive Manchester, NH 03104 (603) 625-9287 nhkershaw@comcast.net

# 2013 - 2014 OFFICERS/EXECUTIVE COMMITTEE

#### President:

Laura Flashman, Ph.D.
P.O. Box 1122
Grantham, NH 03753
w: (603) 271-5369 Fax: 271-5395
laura.a.flashman@dartmouth.edu
Term expires: 2015 (2<sup>nd</sup> term)

#### Vice-President:

Amy Messer, Esq.
Disabilities Rights Center, Inc.
18 Low Avenue
Concord, NH 03301-4971
w: (603) 228-0432
amym@drcnh.org
Term expires: 2015 (2<sup>nd</sup> term)

#### **Treasurer**

David Jenkins, VP, CFO
Moore Center Services, Inc.
195 McGregor St., Unit 400
Manchester, NH 03102
(603) 206-2720
david.jenkins@moorecenter.org
Term expires: 2015 (2<sup>nd</sup> term)

#### Secretary:

Freddi Gale, CBIS, Program Director North Country Independent Living PO Box 518 North Conway, NH 03860 (603) 356-0282 Ext. 11 fgale@ncilnh.com Term expires: 2015 (1st term)

#### At Large:

Scott Dow, CBIS, CE, Reg. Dir. Residential Resources, Inc. 55 South Commercial Street Manchester, NH 03101 (603) 657-7227 Fax: (603) 329-5519 sdow@resresources.com Term expires: 2014

Robin Kenney, EdD 261 Old Greenfield Road Peterborough, NH 03458 603-924-9863 rokenney@aol.com Term expires: 2015 (2<sup>nd</sup> term)

## Family Council Representative:

Diane Schreck
5 Resurrection Circle
Nashua, NH 03063
603-880-7167
ddschreck@comcast.net
Term expires: 2014

Survivor Council Representative:

Paul Van Blarigan P.O. Box 97 Hollis, NH 03049 (603) 465-7781 pveebee@aol.com Term expires: 2014

# Professional/Provider Council Representative:

Jeremiah Donovan, MBA,CBIS Robin Hill Farm P.O. Box 1067 Hillsboro, NH 03244 (603) 464-3841 Fax: (603) 464-3851 jerry@robinhillfarm.com Term expires: 2014

#### **Executive Director:**

Steven D. Wade BIANH 109 North State Street, Suite 2 Concord, NH 03301 (603) 225-8400 Fax: (603) 228-6749 steve@bianh.org

#### Immediate Past President:

Brant Elkind, MS, CBIST Director, Clinical Operations Robin Hill Farm PO Box 1067 Hillsboro, NH 03244 (603) 464-3841 Fax: (603) 464-3851 bud@robinhillfarm.com

#### **REVISIONS**

- 8/08: Removed Paul Blackford, David Krempels, Carolyn Ramsay, and Tina Trudel. Added: Jared Green, Robin Kenney, and Dr. Ted King.
- 6/09 Peggy Bedore & Dr. James Whitlock removed, term ended. Added: Phil Girard, Ellen Keith & Diane Schreck (1 yr); Donna Beaudin, Rosalie Johnson, Elizabeth Kenney, Jeanne McAllister, and Bob Vieira.
- 6/10 Jennifer Andrews-Peters and Dennis Powers removed, term ended. Added: Laura Decoster, Freddi Gale, Dave Jenkins, Art Maerlender, Cynthia Mahar.
- 6/2011 James Taylor removed. Added: Lisa Cardullo, William Storer, Jon Lanteigne, Sam Ruderman
- 6/2012 Added Michael Palmieir, (Director), and Derrick Beaudin and Courtney Barlotta (student representatives); removed Austin Errico, Daniel Louney, and Bob Vieira.
- 6/13 Richard Cunningham, Joy Kiely, Margaret Linsterms exp., Freddi replaces Catherine as Secretary. New member David Eby, Esq. 4/13 Jeanne McAllister moved out of state; Cynthia Mahar removed

All are volunteers.

# STEVEN D. WADE

## Background Summary

Thirty years experience in the management of voluntary nonprofit membership organizations.

## Employment History

Brain Injury Association of New Hampshire, Concord, NH Executive Director, 1992-present

<u>Dun and Bradstreet Marketing Services</u>, Concord, NH Direct Mail Marketing and Fund-raising Consultant, 1991-1992

<u>Greater Concord Chamber of Commerce</u>, Concord, NH President and General Manager, 1986-1991

<u>Greater Boston Chamber of Commerce</u>, Boston, MA Director of Membership Development, 1984-1986

<u>Greater Rochester Chamber of Commerce</u>, Rochester, NH Executive Director, 1977-1981

## Related Skills/Experience

BRAIN INJURY NATIONAL LEADERSHIP

- · Board of Directors, Brain Injury Association of America,
- Chair, National Society of State Brain Injury Association Executive Directors

FUND-RAISING AND DEVELOPMENT

- Directed major campaign to turn around and strengthen the financial position of the Greater Boston Chamber of Commerce. Increased revenues by 77%, from \$790,000 to \$1.4 million.
- Strengthened the financial position of the state capital chamber of commerce, building it into a
  regional organization serving eighteen communities and doubling its operating budget.

SPECIAL EVENT FUND-RAISING

- Coordinated statewide air show to raise money for disadvantaged children with sponsorships, ticket sales, and publications.
- Participated in the fund-raising for First Night New Hampshire; coordinating efforts within the area business community while serving on the First Night Board.

COMMUNITY ORGANIZING AND TEAM BUILDING

- Organized effort to establish regional business and school partnership that received the governor's Gold Circle Award for "Exemplary Business Education Partnership".
- Organized collaborative effort of business and government to establish the New Hampshire Civic Center Commission.

PUBLIC RELATIONS AND COMMUNICATIONS

- Developed new communications outreach program that received national "Communications Award of Excellence" from among 1600 similar organizations nationwide.
- Managed public relations effort to support a major new highway development effort, leading to approval of the first stages of funding.

# Education 1

Master of Business Administration, September, 1983

Babson College, Wellesley, MA

Two years of full-time study in Organizational Development

Certificate of Organization Management, August, 1980

University of Georgia, Institutes for Organization Management

Bachelor of Arts, May, 1976

University of New Hampshire, Durham, NH

Major in Political Science, with emphasis on state politics

# Activities

- Board of Directors, New Hampshire Business and Industry Association
- President, New Hampshire Association of Chamber of Commerce Executives
- United Way of Merrimack County
- · Capital Region Food Program



Help line: (800) 773-8400 Tel: (603) 225-8400

Fax: (603) 228-6749 www.bianh.org

# THE VOICE OF BRAIN INJURY

# 2014 Staff and Pay Rates

Judy Sullivan-\$41,600

Beth Robinson-\$41,600

Barbara Howard – \$28,000

Chelsie Burland - \$23,400

Corina Ryan- \$38,400

Melanie Vermette - \$41,600

Louis Laplante - \$26,000

Monica McKinney- \$26,500

Erin Hall – \$70,000

# **Judy Sullivan**

42 Bert Street Hooksett, NH 03106 Home (603) 485-2654 Work (603) 225-8400

# **EXPERIENCE**

# Case Manager 2006-Present

The Brain Injury Association of New Hampshire, Concord, NH

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

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

The Brain Injury Association of New Hampshire, Concord, NH

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

# **CONNECTIONS COORDINATOR, 2003-2006**

The Brain Injury Association of New Hampshire, Concord, NH

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

# **INFORMATION & RESOURCES, 2002-2006**

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

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

# PROGRAM SUPERVISOR, 1993-2000

Tri-City Mental Health, Medford, MA.

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

# DAY PROGRAM DIRECTOR, 1990 – 1993

Wild Acre Inns, Arlington, MA

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

# **EDUCATION**

# 1980 – 1992 UNIVERSITY OF MASSACHUSETTS, BOSTON, MASSACHUSETTS

Bachelor of Arts in Psychology

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

Associate in Liberal Arts

# **CONTINUING EDUCATION**

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

# COMPUTER SKILLS

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

# **MAJOR STRENGTHS**

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

References furnished upon request

# Beth A. Robinson, M.A. P.O. Box 533 Thornton, NH 03223

(603) 726-1172

beth@bianh.org

## **EDUCATION**

Certified Brain Injury Specialist, CBIS, 2013

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

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

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

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

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

Scholarships: Margaret E. Small and Hyannis Rotary Club

#### EMPLOYMENT EXPERIENCE

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

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

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

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

1996-1994: Self-Employed Rehabilitation Specialist

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

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

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

• Residential Care Home for individuals with Traumatic Brain Injuries.

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

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

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

Develop this program and worked as a Life Skills Aid.

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

#### **VOLUNTEER EXPERIENCE AND PARTICIPATION**

# Presentation and Testimonials, 1991-present

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

Guardian Ad Litem, 2001-2005 ~ Court Appointed Special Advocate, Plymouth, NH Brain Injury Association of New Hampshire, Concord, NH

1997-2010: Developed, maintained, and hosted web site: www.bianh.org.

1996-2000: Board of Directors, Member

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

Head of the Safety Committee and assisted in fund raising.

TBI Community Re-entry Team for Vermont Medicaid Waiver: 1994-1998 ~ State of Vermont Care Coordination Committee: 1996-1997 ~ Brain Injury Association of NH, Concord, NH Head Injury and Stroke Independence Project Board: 1992-1996 ~ State NHIF Chapter, Rutland, VT

TBI Resource Development Committee & TBI Conference Planning Committee: 1995  $^{\sim}$  State of VT

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

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

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

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

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

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

### BARBARA HOWARD 311 STOCKBRIDGE CORNER ROAD ALTON, NH 03809 603-875-4115

**EXPERIENCE** 

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

August 2009 - Present

-Certified Brain Injury Specialist

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

Town of Alton Budget Committee Member

August 2010 - March 2013

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

October 2004 – September 2008

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

Lakes Region Community Services, Laconia, NH

June 2001 - October 2004

Resource Coordinator

**Duties Included:** 

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

Governor Wentworth School District, Wolfeboro, NH

June 1998 - June 2001

Certified Paraprofessional

**Duties Included:** 

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

Genesis the Counseling Group, Laconia, NH

June 1997 - November 1997

Children at Risk Program

Duties Included:

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

Alton Central School, Alton, NH

July/August 1997

Summer School Tutor

**Duties Included:** 

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

One-on-one Aid

September 1996 – June 1998

### Duties Included:

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

Timberlane Regional School District, Plaistow, NH

September 1990 – June 1993

Personal Care Teaching Assistant for Multiply Handicapped Students

Duties included:

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

#### **EDUCATION**

**Emergency Preparedness Training** 

Zinei Beneg 1 reputeuness 1 running	,
- CPR certification; First Aid Certification	2008
Neighbor Works America Training Institute	Atlanta, GA
- Mortgages and lending Basics	2007
Neighbor Works America Training Institute	San Francisco, CA
- Post Purchase Education	2006
- Awarded "Best in Class for Post Purchase Instruction"	
Neighbor Works America Training Institute	Boston, MA
-Housing and Credit Counseling, Combating Predatory Lending	2005
Parent Information Center,	Concord, NH
-50 hour Volunteer Advocate Training for special education	2003
College of Lifelong Learning	Concord, NH
- Certified Paraprofessional	1997
High School Graduate	Plaistow, NH
- Early Childhood Education Award	1978

### ADDITIONAL PROFESSIONAL & VOLUNTEER EXPERIENCES

Governor's Commission on Disabilities 2004-2008

- Subcommittee member for housing issues in NH

New Hampshire Community Loan Fund

2004-2008

Alton, NH

- Safety Committee member

Volunteer for United States Presidential Candidate

2008

Brewester Academy Volunteer of the Year 2000 Previously

- PTA Executive Board member; 10 years

-Brownie Leader; Girl Scout Staff - Equine therapeutic assistant

- Odyssey of the Mind Coach

- Instructional basketball and softball coach

- School Crisis team member

### CHELSIE Berland

603-521-5512 10 Sunshine Drive Hudson, NH 03051

### **EDUCATION**

August 2003 to May 2007

**Ithaca College** 

Ithaca, New York

**Bachelor of Arts in Psychology** 

- Completed three semesters of research on the relationship between judgments of responsibility and disease management
- Completed a senior seminar that examined the "big picture" of psychological issues, namely the impact of gender, race, and social class, on how people are treated and how they experience the world around them.

August 1999 to June 2003 Nashua Senior High School

Nashua, New Hampshire

General Degree

- Interned in the fall of 2002, at Birch Hill Elementary School with a first grade class, while spending the majority of my time with special needs children
- Interned in the spring of 2003, with a high school physical education teacher

#### **WORK HISTORY**

October 2013- present

**Brain Injury Association of New Hampshire** 

**Neuro Resource Facilitator** Nashua, New Hampshire

Home Office

February 2010-October 2013 Becket Family of Services

**Treatment Coordinator** State of New Hampshire

March 2014- present

**Coach- Competitive Gymnastics** 

Yellow Jackets Olympic Gymnastics

Level 5-10

Middleton, Massachusetts

March 2013- March 2014 Team Coach

**Brestyan's Gymnastics** 

March 2012-March 2013

Team Coach

**Walkers Gymnastics** Lowell, Massachusetts

June 2009- present

**Head Coach- Varsity Gymnastics** 

Pinkerton Academy Derry, New Hampshire June 2007-June 2009 Nashua Gymnastics

**Head Coach** 

Nashua, New Hampshire

November 2012- present State Committee

NHIAA Gymnastics- New Hampshire's governing body of gymnastics

March 2012-present USAG Gymnastics Official/Judge

Certified Level 4-10

January 2008- July 2010 Child Protective Social Worker- Assessment

Division for Children Youth and Families

Nashua, New Hampshire

June 2007-January 2008 Youth Counselor

Youth Detention Center

Manchester, NH

June 2007- March 2008 Residential Counselor

Nashua Children's Home

Nashua, NH

#### **MEMBERSHIPS**

Chi Alpha Sigma: New York Omicron of the National College Athlete Society

National Collegiate Association Academic All American: Varsity lettered athlete

Dean's List: 3.7+ GPA

Inductee to the National Oracle Society

Empire 8 Athlete Presidents List 3.75+ GPA

Elected for Psi Chi: Psychology Honor Society

- Designed and implemented a study on judgment of responsibility, blame, and anger in diabetes disease management within minorities in 2006
- Attended and presented at the 2006 Whalen Symposium Conference and at the University of Scranton psychology conference
- While attending four years of schooling, was a four time letter winner on the Ithaca College Gymnastics
   Team
- Completed the New Hampshire Division for Children and Families Staff Development Partnership CORE training in 2009
- Ithaca College Gymnastics 2003-2007
- Earned numerous ECAC honors (top 6) on vault, bars, and floor throughout career
- National bar finalist for in 2005 and 2006 for Division 3 Nationals
- Eagle Tribune Coach of the Year 2011 and 2012
- Pinkerton Academy undefeated state champions 2011 and 2012
- Elected in 2012 as state chairman for NHIAA Gymnastics

### Corina Ryan

383 Dorchester Rd Lyme, New Hampshire 03768 Email: corina@bianh.org

Phone: (603) 381-2551

### Education

Bay Path College, Longmeadow MA:

(May 2012)

Major: General Psychology, GPA 3.90, Summa Cum Laude

**Informal Education** 

**Brain Injury Association Annual Conference** 

(2011,2012,2013)

During internship shadowed supervisor on

The Human Rights Council

(2011)

The Statewide Independent Living Council

(2011)

The Brain Injury Community Support Program

(2011)

### **Work Experience**

The Brain Injury Association of New Hampshire

(12/2011-present)

**Programs and Service Assistant** 

(12/2011-6/2012)

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

CFI Case Manager and Neuro-Resource Facilitator

(6/2012-present)

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

The Brain Injury Association of New Hampshire

(5/2011-8/2011)

Internship

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

### <u>Achievements</u>

Dean's list at Bay Path College

(2010, 2011)

Member of the Maroon Key Honor Society

(2012- to present)

Member of Psi Chi National Honor Society for Psychology

(2011, 2012)

### **Interests**

Volunteering

WISE

Domestic and sexual violence advocate

(6/2011- present)

**Turning Points** 

(6/2011-9/2011)

Domestic and Sexual Violence Educator

### Melanie R. Vermette

12 Clifton Road Bedford, NH 03110 603.566.0881 melanie.vermette@yahoo.com

### **OBJECTIVE:**

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

### **EDUCATION:**

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

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

### **CERTIFICATIONS:**

Certified Brain Injury Specialist - May 2013, Certification Number 12627

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

### **EMPLOYMENT:**

Brain Injury Association of New Hampshire August 2012 – Present

Choices for Independence Case Manager/Neuro-Resource Facilitator

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

Summit Care & Community Resources, LLC August 2011 – Present Business Manager/Direct Support Professional

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

The PLUS Company Nashua, New Hampshire September 2007- December 2009 Community Support Professional

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

New England Business Services, Inc. Groton, Massachusetts May 2001 – June 2005 Product Operations Consultant

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

May 1999 – May 2001 Customer Sales Associate

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

Pine Knoll Nursing Home Lexington, Massachusetts March 1995 – May 1999 Certified Nursing Assistant

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

Louis Laplante P.O. Box 262 Chocorua, NH 03817 603 323-7873

### QUALIFICATIONS:

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

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

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

### **WORK HISTORY:**

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

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

09/1996-9/2011: Program Case Manager/Vocational Evaluator, Lakeview NeuroRehabilitation Center, Effingham, New Hampshire.
Responsible for overall treatment coordination, discharge planning and placement for people with brain injuries and other neurologic impairments in a residential rehabilitation facility. Facilitate client service delivery via multi clinical team including Occupational, Physical, Speech and Recreation Therapists, NeuroPsychologists, Nurses, Physicians, Neurologists and Behavior Specialists. Administration of Vocational Assessments using VALPAR Pro 3000 system.

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

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

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

### **EDUCATION:**

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

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

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

### REFERENCES:

Steven Fox, MA RiverRidge NeuroRehab Center 603 986-7812

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

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

### **MONICA L. MCKINNEY**

58 Mammoth Rd.• Hooksett, NH 03106 E-mail: <a href="mailto:djmlmckinney@gmail.com">djmlmckinney@gmail.com</a> Tel: 603-767-8863

### **SUMMARY OF QUALIFICATIONS**

- Current and preceding professions have given thorough experience in case management, customer services, advocacy, providing support for individuals and families, oversight of managing supervisors, human resource assistance, regulation and compliance adherence, creative problem solving, project management, person centered planning, transitioning youth and adults, resource and referral
- Bachelor's Degree in Behavioral Science focused on human services and the helping processes, family dynamics, developmental, emotional and physical disabilities, addictions and their impacts, school-aged children and self-esteem, human growth and development, economic and statutory regulations, behavioral analysis, productive research and analysis reporting, theories of personalities, conflict resolution, neutralizing negativity, and effective interpersonal communications with varying personality types
- Strong understanding and explanation of regulation/compliance necessities, decision-making, and communication skills
- Compassionate, pleasant, creative, motivated, professional, confidential, and highly experienced
  working with different groups of people. Consistently viewed as an easy person to talk to. High
  regard for team ethics, and supporting team members
- Extremely proficient in Internet/Intranet systems, Microsoft Office programs; Word, Excel, Powerpoint, Access, Outlook, FileMaker database development knowledge and experience, trained in Harmony, Legacy, and Maestro software

### PROFESSIONAL EXPERIENCE

# Programs and Services Assistant/ Information and Resource Specialist / BICSP Program Coordinator

Brain Injury Association of New Hampshire - Concord, NH May 2014 - Present

- Provide information and resources to individuals and families affected by traumatic brain injury available within NH and surrounding areas
- Support families and individuals in pursuing assistance services with filling out assistance applications, organizing needed documentation, and helping to file necessary documents with supporting agencies
- Coordinate the initiation of appropriate service connections so families and individuals needs are met

- Facilitate monthly committee meetings to review BICSP grant applications, aid families/individuals with application and obtaining needed documentation
- Oversee submittals of BICSP grant applications for completeness, draft correspondences for committee members and applicants
- Maintain adequate supply and maintain organization of literature, documents, articles books packets, etc., for Brain Injury Association Library and Resource Center
- Collaborate with co-workers, committees, and outside agencies to facilitate connections with individuals for programs and services and aid in the support of programs as requested with coworkers and outside agencies in support of families/individuals

### CDS Service Coordinator (previously titled Customer Services Agent)

Gateways Community Services - Nashua, NH October 2011 - Present

- Provide case management for 40-45 families in Adult Custom Service and In-Home Support Services with developmental disabilities, acquired brain injuries, dual-diagnosis, and complex family dynamics (participants ages 4yrs and up)
- Learn, retain, and transition with the governing state regulations supporting the services provided
- Write service agreement contracts, both intake and renewal, fitting the regulations for continuing support through Medicaid waiver services; arranging budgets based on needs, services to be acquired, and remaining within confines of funding sources
- Contacting families at least once per month for resource and referral, service concerns, budget evaluations and troubleshooting related issues
- Coordinate services available and help to facilitate a "whole person" approach
- Assist families in locating services fitting their needs within various skill and ability levels while meeting expectations and remaining within the regulatory and financial guidelines
- Advocating for additional resources for families and individuals so the person could work toward exceeding their goals and for meeting their needs
- Assist transitioning youth and adults into services
- Plan for needed services using Person Centered Planning tools and approaches to meeting needs
- Provide management oversight and assistance to supervisors of family managed employees for human resource related tasks and with recruitment and hiring processes
- Collaboration within and across company supported programs, outside non-profit and state agencies, and with vendor agencies remaining focused on obtaining best support possible

### Inside Sales / Computer Specialist/ Administrative Assistant

Metzger/McGuire, Inc. - Bow, NH May 2006 - July 2011

- Managed 600-700 projects across the United States on daily basis
- Daily communication with various clients nationally addressing specific issues of concern referencing product sales, project tracking and research, advising and troubleshooting project related issues
- Created, developed, and maintained database design used for all aspects of company functions based on assessment of need within company
- Provide direction to fellow employees on maintaining standards of information within computer system
- Computer training presentations for all computer based software and functions for anyone in need of help with the company, also created custom software user manuals and provided individual database user training
- Chosen for marketing team sent to World of Concrete convention in Las Vegas, NV representing products and company
- Administrative skills of correspondence composition, faxing, appointment setting, supply ordering, stocking, shipping, E-mailing, bulk mailings, mail pick up/drop off, file management
- Researched and created marketing strategies implemented with a focus on personal interactions
- Building specification and planning analysis and calculations skills

### Senior Customer Service Representative

Citifinancial Consumer Services - Wolfeboro, NH May 2002 - December 2004

- Facilitate loan closings, direct customer service, correspondence writing, answer phones, payment transactions, application processing, filing, and insurance claim reporting
- Provide assistance for problem resolution, account inquiries, and complex multi-level inquiries
- Analyze and assess financial stability, solicit, approve and close loans deemed for sales-finance, personal, automobile, and home equity/mortgage loans
- Maintain & explain compliance standards on legal paperwork and various insurances
- Title, lien, and tax provision compliance and maintenance
- Collections, financial analysis, & problem resolution structured in accordance with clients ability to pay
- Received multiple awards for exceeding set goals

### **EDUCATION**

**Bachelor of Science: Behavioral Science** 

Granite State College - Concord, NH \*\*\*Dean's List 2006 – 2009\*\*\*
June 2009

Related Course Work: Human Services and Helping Process, Theories of Personality, Dynamics of Family Relationships, Society and the Individual, Sociology, Psychology, Human Development, Human Brain, Human Biology, Spiritual Well-being, Intro to Social Research in Behavioral Science, Social Research in Behavioral Science, Integrative Seminar in Behavioral Science

### Associate of Arts: General Studies

Granite State College - Portsmouth, NH June 2004

Related Course Work: School Aged Children & Self-Esteem, Topics in Alternative Health & Healing, Basic Sign Language I, Basic Sign Language II, Software Tools, Advanced Software Tools, Interpersonal Communication, Small Group communication, Presentational Communication

## ERIN P. HALL 33 CASTLE DRIVE HOOKSETT, NH 03106 (603) 622-2363

### PROFESSIONAL EXPERIENCE

1999 - Present

### BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE

Director of Programs and Services CONCORD, NH

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

1998 - 1999

# BUREAU OF DEVELOPMENTAL SERVICES TBI PLANNING GRANT PROJECT COORDINATOR CONCORD, NH

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

1994-1998

### HEART SYSTEM, INC SUPPORT COORDINATOR DERRY, NH

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

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### **VOLUNTEER ACTIVITIES**

1999 - Present Parent Information Center

Educational Surrogate for individuals in school system who have a disability

#### **EDUCATION**

2004 American Academy for the Certification of Brain Injury Specialists

Brain Injury Association of America Certified Brain Injury Specialist (CBIS)

1990-1994 Salem State College, Salem, MA

Master of Science in Counseling and Psychological Services Concentration: Industrial/Organizational Psychology

1986-1989 Northeastern University, Boston, MA

Bachelor of Science in Sociology/Anthropology

Concentration: Human Services

### AWARDS/PRESENTATIONS

2008 Vermont's 20th Annual Brain Injury Conference, Burlington, Vermont Workshop:

"Who's Caring for the Caregiver?"

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

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

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

2007 In-service Training Austin House, Webster, NH: "Living with an individual who is living

with a Brain Injury"

2006 Annual Adult Day Conference, Salem, New Hampshire Workshop: "Alzheimer's Disease and

Brain Injury: A Closer Look"

2005 Brain Injury Association of New Hampshire 22<sup>nd</sup> Annual Brain Injury and Stroke Conference,

Concord, New Hampshire Workshop: "Who's Caring for the Caregiver? Creative Ideas and

Integrative Solutions"

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

Do"

2004 Annual Brain Injury Conference, Columbia, South Carolina Workshop: "Who's Caring for the

Caregiver? Creative Ideas and Integrative Solutions"

2002 Adjunct Professor Springfield College School of Humans Services, Manchester New Hampshire

Workshop: "But He Looks Fine... Invisible Trauma"

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### AWARDS/PRESENTATIONS (cont.)

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

### PROFESSIONAL AFFILIATIONS

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

Office of Employment Services (OMS)

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