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

**BUREAU OF DEVELOPMENTAL SERVICES**

Nicholas A. Toumpas  
 Commissioner

Diane Langley,  
 Director  
 Sheri Rockburn,  
 Director

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5034 1-800-852-3345 Ext. 5034  
 Fax: 603-271-5166 TDD Access: 1-800-735-2964

May 28, 2014

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

SOLE SOURCE  
 52% General funds  
 48% Federal funds

**Requested Action**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services, to enter into a **sole source** amendment to an existing agreement, purchase order 1030735, with the Brain Injury Association of New Hampshire, 109 North State Street, Suite 2, Concord, New Hampshire, vendor number 156086-B001 to support initiatives that increase the capacity to serve persons with brain injuries in the community by increasing the price limitation by \$30,000, from \$817,800 to an amount not to exceed \$847,800 effective date of the Governor and Executive Council approval through June 30, 2015. There is no change to the original end date of June 30, 2015. This agreement was originally approved by the Governor and Executive Council on June 19, 2013, item number 126.

Funds are available in the following accounts in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts between fiscal years if needed and justified.

**05-95-93-930010-7016 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVIC**

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2014	102-500731	Contracts for program services	\$355,895	\$0	\$355,895
SFY 2015	102-500731	Contracts for program services	363,013	0	363,013

**05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - SOCIAL SERVICES BLOCK GRANT DD**

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2014	102-500731	Contracts for program services	\$49,446	\$0	\$49,446
SFY 2015	102-500731	Contracts for program services	49,446	0	49,446

**05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SEV, MATERNAL – CHILD HEALTH**

<u>Fiscal Year</u>	<u>Class / Object</u>	<u>Class Title</u>	<u>Current Modified Amount</u>	<u>Increase Amount</u>	<u>Revised Modified Amount</u>
SFY 2014	102-500731	Contracts for program services	\$0	\$15,000	\$15,000
SFY 2015	102-500731	Contracts for program services	0	15,000	15,000
		Totals	\$817,800	\$30,000	\$847,800

**Explanation**

This amendment is sole source as this is a new initiative with the contractor that did not go out to bid. The goal of this amendment is for the Brain Injury Association of New Hampshire to develop a model return to school after a concussion protocol so that schools in the State of New Hampshire will have a more consistent and systematic approach to academic accommodations. This new initiative will allow the Department to increase the capacity to serve persons with brain injuries in the community. Pursuant to State of New Hampshire RSA 137-K: 5 and 9, the Brain Injury Association of New Hampshire will work collaboratively with the Bureau of Developmental Services on a variety of initiatives designed to sustain a high quality system of services and supports for individuals with acquired brain disorders and their families including community resource coordination, support of a statewide toll-free number for information and assistance, family support and education, advocacy and vocational support

There has been much focus on the return to play issue after a young person sustains a concussion. More critical however, is the impact of concussion on academics and learning. This is a key public health issue related to concussion that is often overlooked and not understood.

Activities associated with academics can significantly increase concussion symptoms and prolong recovery, even when the student has begun to recover physically. For children, “cognitive rest” is a key to recovery. While restrictions on physical activity are also important, cognitive rest must be carefully adhered to and managed, including placing limits on cognitive strains such as academic activities. Concussion also tends to amplify pre-existing learning issues that the child has been able to handle before the concussion, but can no longer handle after the concussion.

Currently there are vast inconsistencies from school to school in New Hampshire on the approach to return to school after a concussion and their receptivity to making academic accommodations.

The Brain Injury Association of New Hampshire shall:

- set up an advisory and coordinating committee of key stakeholders;
- review and assess current best practice in concussion return to school guidelines and academic accommodations;
- develop draft return to school protocol and guidelines for New Hampshire local education agencies including a school accommodations checklist;
- pilot return to school protocol at three local education agencies pilot sites;
- review results of school pilots and adapt any changes and recommendations to finalize protocol and guidelines;
- complete plan for educating/informing all State of New Hampshire local education agencies about the concussion return to school protocol and guidelines; and
- create an online resource site about this topic that educators, parents, and primary care physicians can utilize.

Area served: statewide.

Source of funds: 52% general funds and 48% federal funds.

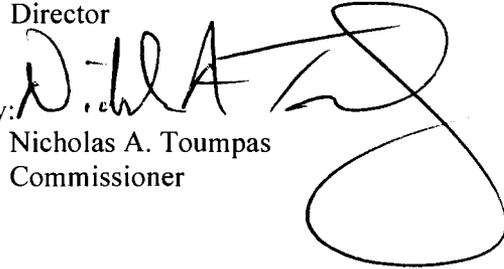
In the event that the federal funds become no longer available, general funds will not be requested to support these programs.

Respectfully submitted,



Sheri L. Rockburn  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Brain Injury Association of New Hampshire Contract**

This first Amendment to the Brain Injury Association of New Hampshire contract (hereinafter referred to as "Amendment #1") dated this 22nd day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Brain Injury Association of New Hampshire (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 109 North State Street, Suite 2, Concord, New Hampshire 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 23, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department and the Contractor have agreed to add to the scope of work to increase the number of persons served with brain injuries in the community.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a) Change Price Limitation in Block 1.8 of the P-37 to read \$847,800.
  - b) Add Account Numbers in Block 1.6 of the P-37 to read:
    - a. 05-95-93-930010-7858-102-500731
    - b. 05-95-90-902010-5190-102-500731

- 2) Amendment and modification of Exhibit A:
  - a) Add the following:

The Brain Injury Association of New Hampshire shall:

- set up an advisory and coordinating committee of key stakeholders;
- review and assess current best practice in concussion return to school guidelines and academic accommodations;
- develop draft return to school protocol and guidelines for New Hampshire local education agencies including a school accommodations checklist;
- pilot return to school protocol at three local education agencies pilot sites;
- review results of school pilots and adapt any changes and recommendations to finalize protocol and guidelines;
- complete plan for educating/informing all State of New Hampshire local education agencies about the concussion return to school protocol and guidelines; and
- create an online resource site about this topic that educators, parents, and primary care physicians can utilize.

- 3) Amendment and modification of Exhibit B:
  - a. Delete Exhibit B, Paragraph 1 and replace with the following:

**State of New Hampshire  
Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Developmental Services**

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1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provision, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 1.1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A.
  - 1.2. This contract is funded with New Hampshire General Funds in the amount of \$734,508 and federal funds made available from the Catalog of Federal Domestic Assistance, #93.667, Social Services Block Grant, in the amount of \$98,892 and Catalog of Federal Domestic Assistance, # 93.994, Maternal and Child Health Block Grant, in the amount of \$14,400.
  - 1.3. Payment for contracted services will be made on a line item actual cost reimbursement for allowable expenses based on budgets identified as Exhibit B-1 and B-2. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations.
  
- 4) Add Budgets Exhibit B-1 and Exhibit B-2.

*Remainder of Page Left Intentionally Blank*



State of New Hampshire  
Department of Health and Human Services  
Division of Community Based Care Services  
Bureau of Developmental Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

Sheri L. Rockburn  
Director

5/28/14  
Date

Brain Injury Association of New Hampshire

Laura A. Flashman, President  
Laura A. Flashman, President

May 22, 2014  
Date

Acknowledgement:

State of New Hampshire, County of Grafton on May 22, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Sandra A. Fortier  
Name and Title of Notary or Justice of the Peace

**SANDRA A. FORTIER, Notary Public**  
**My Commission Expires November 17, 2016**





State of New Hampshire  
 Department of Health and Human Services  
 Division of Community Based Care Services  
 Bureau of Developmental Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/28/14  
 Date

Mike Brown  
 Name: Michael K. Brown  
 Title: Gov. Assis't. AG

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name:  
 Title:

EXHIBIT B-1 (2014 Budget)

SUPPORT INITIATIVES TO INCREASE THE CAPACITY TO SERVE PERSONS WITH  
BRAIN INJURIES IN THE COMMUNITY

7/1/2013 — 6/30/2014

Agency Name: Brain injury Association of New Hampshire

LINE ITEM	TOTAL
Neuro-Resource Facilitation (NRF) and NRF services for veterans an service members with ABD	\$182,755
Brain and Spinal Cord Injury Surveillance Report	\$5,000
Maintain state-wide I & R services — increasing capacity and follow-up capacity	\$40,639
Continued support and growth of annual brain injury conference	\$6,500
Hospital outreach regarding brain injury	\$5,000
Support groups and peer support	\$8,306
Provide services and support to brain injured veterans and NH National Guard members returning home from wars in Iraq & Afghanistan -ABD service linkage, online resource center, helpline and family support	\$15,000
Youth Sports Concussion initiative -10 pilot sites	\$10,000
Brain Injury Community Support Program — Direct emergency financial assistance to survivors/families	\$63,266
Community outreach and training	\$15,000
Coordination and support for the Brain and Spinal Cord Injury Advisory Council	\$7,500
Development of Brain Injury Discharge Planning Clinics in acute rehabilitation hospitals	\$15,000
Administrative (8%)	\$31,375
NH BDS funding to strengthen our programming in concussion and youth sports	\$15,000
<b>TOTAL</b>	<b>\$420,341</b>

EXHIBIT B-2 (2015 Budget)

SUPPORT INITIATIVES TO INCREASE THE CAPACITY TO SERVE PERSONS WITH  
BRAIN INJURIES IN THE COMMUNITY

7/1/2014 — 6/30/2015

Agency Name: Brain Injury Association of New Hampshire

LINE ITEM	TOTAL
Neuro-Resource Facilitation (NRF) and NRF services for veterans and service members with ABD	\$182,755
Maintain state-wide I & R services- increasing capacity and follow-up capacity	\$40,639
Continued support and growth of annual brain injury conference	\$6,500
Hospital outreach regarding brain injury	\$5,000
Support groups and peer support	\$8,306
Provide services and support to brain injured veterans and NH National Guard members returning home from wars in Iraq & Afghanistan -ABD service linkage, online resource center, helpline and family support	\$15,000
Youth Sports Concussion initiative -10 pilot sites	\$10,000
Development of Brain Injury Resource Directory	\$5,000
Brain Injury Community Support Program Direct emergency financial assistance to survivors/families	\$70,384
Community outreach and training	\$15,000
Coordination and support for the Brain and Spinal Cord Injury Advisory Council	\$7,500
Development of Brain Injury Discharge Planning Clinics in acute rehabilitation hospitals	\$15,000
Administrative (8%)	\$31,375
NH BDS funding to strengthen our programming in concussion and youth sports	\$15,000
<b>TOTAL</b>	<b>\$427,459</b>

# State of New Hampshire Department of State

## CERTIFICATE

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



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

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Amy Messer, do hereby certify that:

1. I am the duly elected Vice President of Brain Injury Association of New Hampshire.
2. The following are true copies of two resolutions duly adopted by the Executive Committee of the Board of Directors of the Corporation by phone/email vote on May 22, 2014.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Bureau of Developmental Services, to support initiatives to increase the capacity to serve persons with brain injuries in the community concerning the following matter:

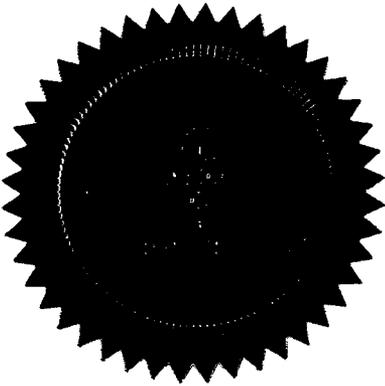
**To Provide: Developmental and Acquired Brain Disorder Services**

**RESOLVED:** That the President of the Association is hereby authorized on behalf of this Corporation to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2014.
  
4. Laura Flashman is the President of the Association.



\_\_\_\_\_  
Amy Messer  
(Signature of Board Vice President)



State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2014.

By Amy Messer

(Seal)

(Notary Public)



Name:

Title: Notary Public/Justice of the Peace

Commission Expires: ELIZABETH A. KELLEY, Notary Public  
My Commission Expires August 22, 2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

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

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1084894	11/01/2013	11/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB437191	11/01/2013	11/01/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9511750	11/01/2013	11/01/2014	E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Workers Compensation State: NH**

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



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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas  
 Commissioner  
 Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5034 1-800-852-3345 Ext. 5034  
 Fax: 603-271-5166 TDD Access: 1-800-735-2964

May 13, 2013

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

Approved by GTC  
 Date 6-19-2013  
 Item # 126

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to enter into an agreement with the Brain Injury Association of New Hampshire, 109 North State Street, Suite 2, Concord, New Hampshire, vendor number 156086-B001 to support initiatives that increase the capacity to serve persons with brain injuries in the community in an amount not to exceed \$817,800, effective July 1, 2013, or the date of Governor and Executive Council approval, whichever is later through June 30, 2015. Funds are anticipated to be available in the following accounts:

**05-95-93-930010-7016 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVIC**

Class/Objec	Account Title	SFY 2014 Amount	SFY 2015 Amount	Total Amount
102-500731	Contracts for program services	\$355,895	\$363,013	\$718,908

**05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - SOCIAL SERVICES BLOCK GRANT DD**

Class/Objec	Account Title	SFY 2014 Amount	SFY 2015 Amount	Total Amount
102-500731	Contracts for program services	\$49,446	\$49,446	\$98,892
Totals		\$405,341	\$412,459	\$817,800

2. Contingent upon the approval of Requested Action 1, further authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to make a minimum advance payment up to a maximum of one-twelfth of the contract price limitation effective July 1, 2013, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Explanation

The purpose of this request is to continue to support initiatives to increase the capacity to serve persons with brain injuries in the community. Pursuant to State of New Hampshire RSA 137-K: 5 and 9, the Brain Injury

Association of New Hampshire will work collaboratively with the Bureau of Developmental Services on a variety of initiatives designed to sustain a high quality system of services and supports for individuals with acquired brain disorders and their families including community resource coordination, support of a statewide toll-free number for information and assistance, family support and education, advocacy and vocational support. In State Fiscal Years 2014 and 2015 the number of individuals anticipated to be supported yearly are as follows: information and resource services - 900; support group services - 100; hospital outreach services - 275 newly injured individuals per year; and the Resource Facilitation Program - 100 (these numbers do not reflect an unduplicated count). Additionally it is anticipated that 20 presentations will be made each year to schools and other service organizations regarding brain injury and two new Brain Injury Discharge Planning clinics will be established.

State of New Hampshire RSA 137-K: 5 (Chapter 249:6, Laws of 1999, HB 615) authorized and established the brain and spinal cord injury registry. This statute directs all facilities to provide a report to the registry regarding all brain and spinal cord injuries diagnosed or being treated. This contract will provide the resources to continue the development and implementation of the registry, hospital outreach and effort towards injury prevention. These efforts include writing, publishing, and disseminating a Brain and Spinal Cord Injury Surveillance report; the establishment of Brain Injury Discharge planning clinics in two acute care rehabilitation hospitals; and the expansion of the Youth Sports Concussion initiative to five additional New Hampshire high schools.

A legal notice seeking proposals to administer funds was published on the Department of Health and Human Services website from March 4, 2013, to March 22, 2013. The Brain Injury Association of New Hampshire was the single respondent to this notice. The Brain Injury Association of New Hampshire's response was comprehensive and in accordance with the service requirements in the request for proposals. Staff from the Bureau of Developmental Services reviewed and scored the request for proposal, including scope, personnel, budget, etc. After a thorough review the Brain Injury Association of New Hampshire was awarded the proposal to administer initiatives that increase the capacity to serve persons with brain injuries in the community by the Bureau of Developmental Services. Previous years contracts have been with the Brain Injury Association of New Hampshire. The Bureau of Developmental Services has been satisfied with their performance and satisfaction surveys have shown that individuals served have been pleased with their services.

Funding for the state fiscal years 2012 and 2013 contract was \$783,042. The increase of \$34,758 in the state fiscal years 2014 and 2015 contract from the previous years reflects an increase in direct emergency assistance to individuals with brain injuries and their families through the Brain Injury Community Support Program.

Should Governor and Executive Council determine not to approve this request, the state will be out of compliance with New Hampshire Code of Administrative Rule He-M 522 in providing Brain Injury Community Support Programs as well as the State of New Hampshire Revised Statutes Annotated 137:K, which mandates the establishment of a Brain and Spinal Cord Injury Surveillance Registry. In addition, over 1,500 individuals with brain injuries and their families will not receive needed supports and services including: neuro-resource facilitation, information and referral, education, peer support, and community support funds allowing them to live a dignified and independent life within the community. Without these needed services the individuals may experience significant crises resulting in the intervention of other elements of the services system including hospitals, law enforcement, or adult and child protective services.

Any advance payment initiated under this contract will only be after an extensive financial review, which has determined its necessity to assure continuity of programs and services to clients.

Area served: statewide.

Source of funds: 87.91% general funds and 12.09% federal funds.

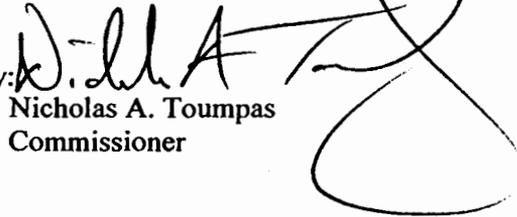
In the event that the federal funds become no longer available, general funds will not be requested to support these programs.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

# DAVID A. KREED

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

## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of the Brain Injury Association of New Hampshire (a nonprofit organization) and affiliates, which comprise the statement of financial position as of December 31, 2012, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Brain Injury Association of New Hampshire and affiliates as of December 31, 2012, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



David A. Creed  
Certified Public Accountant  
July 3, 2013

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

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

See accompanying notes and independent auditor's report.

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

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

See accompanying notes and independent auditor's report.

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

	<u>Program</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 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	-	-	63,118	63,118
Donations	-	13,875	-	13,875
Contract Services	83,089	-	-	83,089
Service Fees	<u>-</u>	<u>4,625</u>	<u>-</u>	<u>4,625</u>
Total Before Depreciation	1,100,701	187,017	69,286	1,357,004
Depreciation	<u>2,238</u>	<u>559</u>	<u>-</u>	<u>2,797</u>
Total Functional Expenses	\$ <u>1,102,939</u>	\$ <u>187,576</u>	\$ <u>69,286</u>	\$ <u>1,359,801</u>

See accompanying notes and independent auditor's report.



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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas  
 Commissioner  
 Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5034 1-800-852-3345 Ext. 5034  
 Fax: 603-271-5166 TDD Access: 1-800-735-2964

May 13, 2013

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

Approved by GTC  
 Date 6-19-2013  
 Item # 126

Requested Action

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to enter into an agreement with the Brain Injury Association of New Hampshire, 109 North State Street, Suite 2, Concord, New Hampshire, vendor number 156086-B001 to support initiatives that increase the capacity to serve persons with brain injuries in the community in an amount not to exceed \$817,800, effective July 1, 2013, or the date of Governor and Executive Council approval, whichever is later through June 30, 2015. Funds are anticipated to be available in the following accounts:

**05-95-93-930010-7016 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVIC**

Class / Object	Account Title	SEY 2013 Amount	SEY 2015 Amount	Total Amount
102-500731	Contracts for program services	\$355,895	\$363,013	\$718,908

**05-95-93-930010-7858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - SOCIAL SERVICES BLOCK GRANT DD**

Class / Object	Account Title	SEY 2013 Amount	SEY 2015 Amount	Total Amount
102-500731	Contracts for program services	\$49,446	\$49,446	\$98,892
Totals		\$405,341	\$412,459	\$817,800

2. Contingent upon the approval of Requested Action 1, further authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to make a minimum advance payment up to a maximum of one-twelfth of the contract price limitation effective July 1, 2013, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Explanation

The purpose of this request is to continue to support initiatives to increase the capacity to serve persons with brain injuries in the community. Pursuant to State of New Hampshire RSA 137-K: 5 and 9, the Brain Injury

Association of New Hampshire will work collaboratively with the Bureau of Developmental Services on a variety of initiatives designed to sustain a high quality system of services and supports for individuals with acquired brain disorders and their families including community resource coordination, support of a statewide toll-free number for information and assistance, family support and education, advocacy and vocational support. In State Fiscal Years 2014 and 2015 the number of individuals anticipated to be supported yearly are as follows: information and resource services - 900; support group services - 100; hospital outreach services - 275 newly injured individuals per year; and the Resource Facilitation Program - 100 (these numbers do not reflect an unduplicated count). Additionally it is anticipated that 20 presentations will be made each year to schools and other service organizations regarding brain injury and two new Brain Injury Discharge Planning clinics will be established.

State of New Hampshire RSA 137-K: 5 (Chapter 249:6, Laws of 1999, HB 615) authorized and established the brain and spinal cord injury registry. This statute directs all facilities to provide a report to the registry regarding all brain and spinal cord injuries diagnosed or being treated. This contract will provide the resources to continue the development and implementation of the registry, hospital outreach and effort towards injury prevention. These efforts include writing, publishing, and disseminating a Brain and Spinal Cord Injury Surveillance report; the establishment of Brain Injury Discharge planning clinics in two acute care rehabilitation hospitals; and the expansion of the Youth Sports Concussion initiative to five additional New Hampshire high schools.

A legal notice seeking proposals to administer funds was published on the Department of Health and Human Services website from March 4, 2013, to March 22, 2013. The Brain Injury Association of New Hampshire was the single respondent to this notice. The Brain Injury Association of New Hampshire's response was comprehensive and in accordance with the service requirements in the request for proposals. Staff from the Bureau of Developmental Services reviewed and scored the request for proposal, including scope, personnel, budget, etc. After a thorough review the Brain Injury Association of New Hampshire was awarded the proposal to administer initiatives that increase the capacity to serve persons with brain injuries in the community by the Bureau of Developmental Services. Previous years contracts have been with the Brain Injury Association of New Hampshire. The Bureau of Developmental Services has been satisfied with their performance and satisfaction surveys have shown that individuals served have been pleased with their services.

Funding for the state fiscal years 2012 and 2013 contract was \$783,042. The increase of \$34,758 in the state fiscal years 2014 and 2015 contract from the previous years reflects an increase in direct emergency assistance to individuals with brain injuries and their families through the Brain Injury Community Support Program.

Should Governor and Executive Council determine not to approve this request, the state will be out of compliance with New Hampshire Code of Administrative Rule He-M 522 in providing Brain Injury Community Support Programs as well as the State of New Hampshire Revised Statutes Annotated 137:K, which mandates the establishment of a Brain and Spinal Cord Injury Surveillance Registry. In addition, over 1,500 individuals with brain injuries and their families will not receive needed supports and services including: neuro-resource facilitation, information and referral, education, peer support, and community support funds allowing them to live a dignified and independent life within the community. Without these needed services the individuals may experience significant crises resulting in the intervention of other elements of the services system including hospitals, law enforcement, or adult and child protective services.

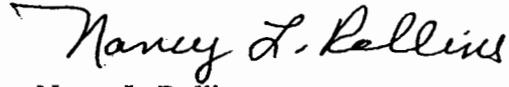
Any advance payment initiated under this contract will only be after an extensive financial review, which has determined its necessity to assure continuity of programs and services to clients.

Area served: statewide.

Source of funds: 87.91% general funds and 12.09% federal funds.

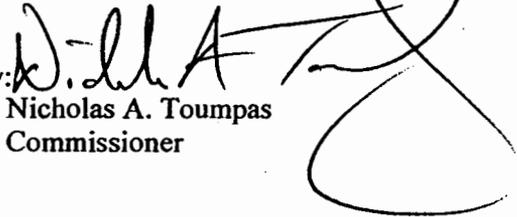
In the event that the federal funds become no longer available, general funds will not be requested to support these programs.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

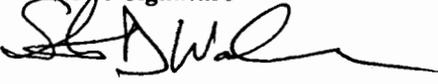
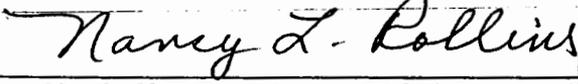
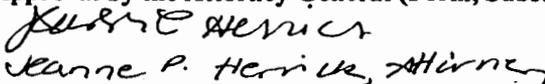
Subject: to support initiatives to increase the capacity to serve persons with brain injuries in the community.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division of Community Based Care Services Bureau of Developmental Services		<b>1.2 State Agency Address</b> 105 Pleasant Street Concord, New Hampshire 03301	
<b>1.3 Contractor Name</b> Brain Injury Association of New Hampshire		<b>1.4 Contractor Address</b> 109 North State Street, Suite 2 Concord, New Hampshire 03301	
<b>1.5 Contractor Phone Number</b> (603) 225-8400	<b>1.6 Account Number</b> 010-093-7016-102	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$817,800.00
<b>1.9 Contracting Officer for State Agency</b> Matthew Ertas, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-5034	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Steven D. Wade, Executive Director	
<b>1.13 Acknowledgement: State of <u>New Hampshire</u>, County of <u>Merrimack</u></b> On <u>April 23, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Erin P. Hall <span style="float: right;">my Comm Exp: Feb 22, 2017</span>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Karrie P. Herrick, Attorney On: 27 May 2013			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

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

**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

### SCOPE OF SERVICES

July 1, 2013 - June 30, 2015

**New Hampshire Department of Health & Human Services  
Bureau of Developmental Services  
and  
Brain Injury Association of New Hampshire**

The New Hampshire Department of Health and Human Services, Bureau of Developmental Services (hereinafter the "State") and the and the Brain Injury Association of New Hampshire, (hereinafter the "Contractor") do hereby mutually agree to the following Scope of Work:

The Contractor agrees to:

Continue the development and implementation of brain injury services by:

- Enhancing and maintaining the brain and spinal cord injury registry by collecting, researching and analyzing hospital discharge information related to Traumatic Brain Injury (TBI) and spinal cord injuries (this item will not be covered in SFY 2015);
- Issuing a report on incidence and prevalence of TBI and Spinal Cord injuries in the State of New Hampshire. The Contractor will produce and distribute 800 copies of the report (this item will not be covered in SFY 2015);
- Publishing of a paper and on-line resource directory (this item will not be covered in SFY 2014);
- Generating specialized reports as needed, i.e. cost data;
- Expanding and maintaining community resource coordination to provide outreach and information to hospitalized brain injury survivors. The Contractor will have outreach relationships with 25 hospitals and clinics and will provide information to 275 newly injured individuals per year;
- Providing 30 trainings on brain injury to various provider and support agencies, community agencies, schools and family members and individuals;
- Provide coordination and support to the Brain and Spinal Cord Injury Advisory Council;
- Supporting a statewide toll-free number for information and assistance. The Contractor will provide I&R services to 850 individuals, families and/or organizations; and
- Exploring options to provide family support, advocacy and vocational support.

Increase regional access to assessment, treatment, and supports for families/caregivers and individuals who suffer from Traumatic Brain Injury by:

Contractor Initials: DM

Date: 4/23/13

- Continued development and implementation of the Neuro-Resource Facilitation Program to aid individuals and families identify and connected with needed and appropriate resources within the community;
- Continued implementation of a survivor and family training module;
- Expanding brain injury discharge planning clinics into additional acute hospitals and acute rehab hospitals;
- Maintain youth sports concussion programs in ten New Hampshire high schools and maintain established programs in conjunction with the New Hampshire State Advisory Council on Sport-Related Concussion; and
- Work collaboratively with the Bureau to provide assistance and resources through the Brain Injury Community Support Grant Program to individuals with brain injuries and their families in order to support and improve the individual's health and personal growth, as well as participate in community and vocational activities.

The commencement date of this agreement shall be the Effective Date, July 1, 2013, or upon approval by the Governor and Executive Council of the State of New Hampshire, whichever is later. The Contractor shall not be paid for any services, which may be provided prior to the Effective Date.

Contractor Initials: SDW  
Date: 4/23/13

## EXHIBIT B

### METHOD OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with New Hampshire General Funds in the amount of \$718,908 and federal funds made available from the Catalog of Federal Domestic Assistance, #93.667, Social Services Block Grant, in the amount of \$98,892.
2. Payments to the Contractor will be made in four equal payments subject to the following conditions:
  - 2.1. the Contractor shall to submit to the State, by September 30, December 31, March 31, and June 30 reports of all expenditures;
  - 2.2. the Contractor shall submit reports in accordance with the budget included in this contract. The Contractor will have the authority to adjust line items within the budget by plus or minus 15% without prior approval by the State. Adjustments exceeding 15% will require the prior written approval of the State. In no event shall total expenditures exceed the total budgeted amount. The Contractor shall make no adjustments so as to incur additional expenses in subsequent years;
  - 2.3. the total payments shall be based on the price limitation in Paragraph 1.8. of the General Provisions of this Agreement;
  - 2.4. the Contractor agrees to submit to the State such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an event of default; and
  - 2.5. the Contractor also agrees that payment for the final period of the program shall not be made until and unless the Contractor completes all activities and delivers all products outlined in Exhibit A.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state law, rule, or regulation applicable to the services provided, or, if, in the determination of the Director of the State the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Contractor Initials: SACU

Date: April 23, 2013

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

**8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;

**8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

**9. Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

**9.1 Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

**9.2 Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**9.3 Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

**10.1 Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

**10.2 Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

**11. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

**12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

**12.1 Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

**12.2 Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

**13. Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**14. Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

**15. Prior Approval and Copyright Ownership:**

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

**16. Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

**17. Subcontractors:** The Contractor remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by Contractor employees, and for the purposes of this Agreement such work will be deemed performed by the Contractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

The Contractor shall do the following:

- The Contractor shall have a written agreement between the Contractor and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- The Contractor shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.
- The Contractor shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State laws and regulations.
- The Contractor shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.
- The Contractor shall identify deficiencies or areas for improvement, if any, with respect to which the Contractor and the subcontractor shall take corrective action.
- The Contractor shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the Contractor and DHHS.
- If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall notify DHHS and take corrective action within seven (7) calendar days of identification. The Contractor shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

**NH Department of Health and Human Services****STANDARD EXHIBIT C-1****ADDITIONAL SPECIAL PROVISIONS**

1. The Contractor agrees that no sub-contract or assignment, even if approved by the State, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
2. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
3. The Contractor shall promptly notify (within 30 days or less) the State of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
4. In the event that the Contractor does not provide the services listed in the Scope of Work, the State reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
5. Products developed by the Contractor and sub-contractors under this award must be first approved by the State prior to being released to any type forums or for public dissemination. Products include: publications, training materials, software, brochures, reports, strategic plans, etc.
6. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

## 7. Early Termination

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Brain Injury Association of New Hampshire

From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

*Steven D Wade, Executive Director*

(Name & Title of Authorized Contractor Representative)

*[Handwritten Signature]*

(Contractor Representative Signature)

*4/23/13*

(Date)

Contractor Initials: *DW*

Date: *4/23/13*

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

Contract Period: July 1, 2013 through June 30, 2015

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

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

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

(Contractor Representative Signature)

*Steven D Wade, Executive Director*

(Authorized Contractor Representative Name & Title)

Brain Injury Association of New Hampshire

(Contractor Name)

*4/23/13*

(Date)

## NH Department of Health and Human Services

## STANDARD EXHIBIT F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

  
 \_\_\_\_\_  
 (Contractor Representative Signature)

*Steven D. Wade, Executive Director*  
 \_\_\_\_\_  
 (Authorized Contractor Representative Name & Title)

Brain Injury Association of New Hampshire  
 \_\_\_\_\_  
 (Contractor Name)

*4/23/13*  
 \_\_\_\_\_  
 (Date)

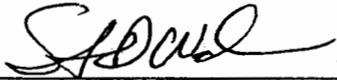
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Steven D Wade, Executive Director

(Authorized Contractor Representative Name & Title)

Brain Injury Association of New Hampshire

(Contractor Name)

4-23-13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
\_\_\_\_\_  
(Contractor Representative Signature)

*Stuart D. Wade Executive Director*  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Brain Injury Association of New Hampshire  
\_\_\_\_\_  
(Contractor Name)

*1-23-13*  
\_\_\_\_\_  
(Date)

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "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).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. 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, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- 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 and Security 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 as provided under Section (3)b and (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 use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- 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 for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- 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 and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- 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 of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to 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 I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

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

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

Department of Health and Human Services  
Division of Community Based Care Services  
The State Agency Name

Brain Injury Association of  
New Hampshire  
Name of the Contractor

*Nancy L. Rollins*  
Signature of Authorized Representative

*SDW*  
Signature of Authorized Representative

Nancy L. Rollins  
Name of Authorized Representative

*Steven D Wade*  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

*Executive Director*  
Title of Authorized Representative

*5/9/13*  
Date

*4-23-13*  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



*Stuart D. Wade, Executive Dir*

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Brain Injury Association of New Hampshire

*4-23-13*

(Contractor Name)

(Date)

Contractor initials: *SDW*  
Date: *4-23-13*  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 1240 26498

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor initials: SDW  
Date: 4-23-13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

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 23<sup>rd</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Catherine Costanzo, do hereby certify that:

1. I am the duly elected Clerk/Secretary of Brain Injury Association of New Hampshire.
2. The following are true copies of two resolutions duly adopted by the Executive Committee of the Board of Directors of the Corporation by email vote on April 23, 2013.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Bureau of Developmental Services, to support initiatives to increase the capacity to serve persons with brain injuries in the community concerning the following matter:

**To Provide: Developmental and Acquired Brain Disorder Services**

**RESOLVED:** That the Association Executive Director is hereby authorized on behalf of this Corporation to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.



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

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

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

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK912654	08/24/2012	08/24/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK912654	08/24/2012	08/24/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB394574	08/24/2012	08/24/2013	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

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



# DAVID A. KREED

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

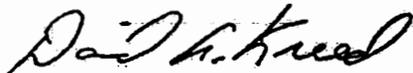
## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying statements of financial position of the Brain Injury Association of New Hampshire (a nonprofit organization) as of December 31, 2011 and 2010 and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. The prior year summarized comparative information has been derived from the Brain Injury Association of New Hampshire's 2010 financial statements and, in our report dated November 4, 2011, we expressed an unqualified opinion on those financial statements.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Brain Injury Association of New Hampshire as of December 31, 2011 and 2010, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.



David A. Kreed  
Certified Public Accountant  
November 12, 2012

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2011 AND 2010**

<b>ASSETS</b>	<u>2011</u>	<u>2010</u>
Cash and Cash Equivalents	\$ 1,009,590	\$ 713,254
Grants/Contracts Receivable	44,778	249,861
Other Receivables	9,156	-
Prepaid Expenses	2,197	3,875
Property and Equipment, Net	7,119	7,914
Security Deposits	<u>1,200</u>	<u>1,200</u>
<b>Total Assets</b>	<b>\$ <u>1,074,040</u></b>	<b>\$ <u>976,104</u></b>
<b>LIABILITIES</b>		
Accounts Payable	\$ 62,263	\$ 57,963
Bingo Carryover Prizes	31,957	13,654
Loans Payable	<u>57,350</u>	<u>125,000</u>
<b>Total Liabilities</b>	<b>151,570</b>	<b>196,617</b>
<b>NET ASSETS</b>		
Unrestricted	<u>922,470</u>	<u>779,487</u>
<b>Total Net Assets</b>	<b><u>922,470</u></b>	<b><u>779,487</u></b>
<b>Total Liabilities and Net Assets</b>	<b>\$ <u>1,074,040</u></b>	<b>\$ <u>976,104</u></b>

See accompanying notes and auditor's report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010**

<b>UNRESTRICTED NET ASSETS</b>	<u>2011</u>	<u>2010</u>
<b>SUPPORT AND REVENUE</b>		
Program Income	\$ 666,751	\$ 550,181
Grants	115,973	103,219
Contributions	199,260	132,207
Fund Raising	114,259	135,843
Memberships/Sponsorships	8,740	16,430
Registration Fees	39,781	55,820
Other Revenue	11,952	7,848
Interest Income	1,125	1,452
Special Events - Bingo	<u>2,377,167</u>	<u>2,320,817</u>
<b>Total Support and Revenue</b>	<u>3,535,008</u>	<u>3,323,817</u>
 <b>EXPENSES</b>		
Program Services	975,893	756,787
Management and General	169,371	132,867
Fund Raising	60,165	97,050
Special Events - Bingo	<u>2,186,596</u>	<u>2,163,801</u>
<b>Total Expenses</b>	<u>3,392,025</u>	<u>3,150,505</u>
 Change in Net Assets	 142,983	 173,312
Net Assets at Beginning of Year	<u>779,487</u>	<u>606,175</u>
Net Assets at End of Year	\$ <u>922,470</u>	\$ <u>779,487</u>

See accompanying notes and auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
 STATEMENTS OF CASH FLOWS  
 FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2011</u>	<u>2010</u>
Change in Net Assets	\$ 142,983	\$ 173,312
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	2,993	3,195
(Increase) Decrease In:		
Grants/Contracts Receivable	205,083	45,413
Other Receivables	(9,156)	-
Prepaid Expenses	1,678	2,618
Increase (Decrease) In:		
Accounts Payable	4,300	(4,441)
Bingo Carryover Prizes	<u>18,303</u>	<u>(31,469)</u>
Net Cash Provided (Used) by Operating Activities	366,184	188,628
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Property and Equipment	<u>(2,198)</u>	<u>(1,508)</u>
Net Cash Provided (Used) by Investing Activities	<u>(2,198)</u>	<u>(1,508)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Capital Lease Obligation	-	(316)
Line of Credit - Bank	<u>(67,650)</u>	<u>84,500</u>
Net Cash Provided (Used) by Financing Activities	<u>(67,650)</u>	<u>84,184</u>
Increase (Decrease) in Cash and Cash Equivalentents	296,336	271,304
Beginning Cash and Cash Equivalentents	<u>713,254</u>	<u>441,950</u>
Ending Cash and Cash Equivalentents	\$ <u>1,009,590</u>	\$ <u>713,254</u>

See accompanying notes and auditor's report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2011 AND 2010

**NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Organization

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

Basis of Accounting

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

Financial Statement Presentation

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

Income Taxes

The Brain Injury Association of New Hampshire is exempt from Federal income taxes under Section 501 (c) (3) of the Internal Revenue Code, except on net income derived from unrelated business activities, and is classified by the Internal Revenue Service as other than a private foundation.

Estimates

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

Cash and Cash Equivalents

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

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2011 AND 2010

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Public Support and Revenue

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

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

Accounts Receivable

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

Property and Equipment

Donations of property and equipment are recorded as contributions at their estimated fair value. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Purchased property and equipment is capitalized at cost. The Association capitalizes property and equipment valued over \$ 1,000. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from five to forty years.

Advertising Costs

The Association generally expenses advertising costs as they are incurred. Marketing and advertising expense in total was \$ 3,679 and \$ 11,523 for the years ended December 31, 2011 and 2010 respectively.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
 NOTES TO FINANCIAL STATEMENTS  
 DECEMBER 31, 2011 AND 2010

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of Credit Risk

The Association maintains several cash accounts at two area banks. Accounts held at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$ 250,000 per depositor through December 31, 2013. As of December 31, 2011 and 2010, there were uninsured cash balances of \$ 749,621 and \$ 453,927 respectively.

Functional Allocation of Expenses

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

Disclosures and Report Modifications

The financial statements include certain prior-year summarized comparative information in total but not by net asset class or functional designation. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended December 31, 2010, from which the summarized information was derived.

NOTE B - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

The following is a summary of property and equipment at December 31, 2011 and 2010:

	<u>2011</u>	<u>2010</u>
Equipment	\$ 50,964	\$ 48,766
Furniture and Fixtures	<u>11,127</u>	<u>11,127</u>
Total Property and Equipment	62,091	59,893
Less: Accumulated Depreciation	<u>(54,972)</u>	<u>(51,979)</u>
Net Property and Equipment	\$ <u>7,119</u>	\$ <u>7,914</u>

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2011 AND 2010**

**NOTE C - LOANS PAYABLE**

The Association secured a line of credit with a local bank, renewed through January 2012, in the maximum amount of \$ 125,000, and collateralized by substantially all assets. The interest rate at December 31, 2011 was 3.25%. The outstanding balances as of December 31, 2011 and 2010 were \$ 57,350 and \$ 125,000 respectively.

**NOTE D - BINGO ACTIVITIES**

Under license from the State of New Hampshire, the Association runs weekly bingo games as a fund raising activity. The Association entered into an agreement to lease a hall in Hudson, New Hampshire in order to conduct the bingo games. The term of this agreement is for the period of July 1, 2011 through June 30, 2012. The rent to be paid to the lessor for each gaming date shall not exceed the rates as permitted by the New Hampshire Pari-Mutuel Commission. During the term, the daily rental shall be \$3.00 per person for the first 366 persons, and \$2.00 per person for each additional person.

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

**NOTE E - LEASE**

The Association renewed a lease agreement for the rental of office and administrative space, located at 109 North State Street in Concord, New Hampshire. The term of the lease is for two years from January 1, 2009 through December 31, 2011. The monthly rent for the lease is set at \$ 1,867. The lessor is responsible for all utilities commonly assessed, to include heat, electricity, water, and sewer. The Association may, at the termination of the present lease, extend the lease for an additional term at the prevailing market rate.

**NOTE F - FAIR VALUE MEASUREMENTS**

The Association estimates that the fair value of all financial instruments at December 31, 2011 and 2010, such as cash and cash equivalents, grants and contracts receivable, and loans payable, none of which is held for trading purposes, does not differ materially from the aggregate carrying values of said financial instruments recorded in the accompanying statements of financial position, due to

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2011 AND 2010**

**NOTE F - FAIR VALUE MEASUREMENTS (CONTINUED)**

the short maturities of those instruments. Where applicable, the estimated fair value amounts are determined by the Association using available market information and appropriate valuation methodologies.

**NOTE G - TAX SHELTERED ANNUITY**

The Association maintains a tax deferred annuity plan under Internal Revenue Code Section 403(b). Eligible employees are allowed to contribute to this plan. The Association contributed \$ 59,816 and \$ 25,377 to the plan for the years ended December 31, 2011 and 2010 respectively.

**NOTE H - FISCAL SPONSORSHIP**

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

The Association has also been retained by other nonprofit organizations to act as their fiscal agent, receiving and disbursing funds on their behalf. The cash balances and corresponding liabilities of \$ 30,756 and \$ 25,864 as of December 31, 2011 and 2010 respectively are included in the statements of financial position.

**NOTE I - EVALUATION OF SUBSEQUENT EVENTS**

The Association has evaluated subsequent events through November 12, 2012, the date which the financial statements were available to be issued.

**Brain Injury Association of New Hampshire**

**Key Personnel**

**FY 2014**

<b>Name</b>	<b>Position Title</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>Program Salary</b>	<b>State Contribution</b>	<b>% of Salary Paid by Contract Funds</b>
Erin Hall	Clinical Director	\$73,000	0.85	\$62,050	\$34,694	48%

**FY 2014**

<b>Name</b>	<b>Position Title</b>	<b>Annual Salary</b>	<b>FTE</b>	<b>Program Salary</b>	<b>State Contribution</b>	<b>% of Salary Paid by Contract Funds</b>
Steven D. Wade	Executive Director	\$96,000	0.00	\$0	\$0	0%

# ERIN P. HALL

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## PROFESSIONAL EXPERIENCE

1999 – Present

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

Director of Programs and Services

CONCORD, NH

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

1998 - 1999

### **BUREAU OF DEVELOPMENTAL SERVICES**

TBI PLANNING GRANT PROJECT COORDINATOR

CONCORD, NH

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

1994-1998

### **HEART SYSTEM, INC**

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

**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 Fine... Invisible Trauma"
- Springfield College School of Human Services, Manchester New Hampshire Workshop "Trends in Human Services"
- Head and Spinal Cord Injury Division Service Coordination Conference Myrtle Beach, South Carolina Workshop "Creativity and Courage in Service Coordination: Supporting People to New Ways of Thinking and Being After a Brain Injury"
- 1999            Brain Injury Association of New Hampshire Annual Conference Workshop "Special Workshop for Survivors and Families"
- 1997            In-service regarding HEART System, Inc. and Traumatic Brain Injury Hampstead Hospital, Hampstead, NH
- 1996            "Causes and Consequences of Brain Injury: Implications for Caregivers" Sponsored by Brain Injury Services of New Hampshire Division of Mental Health and Developmental Services and the Brain Injury Association of New Hampshire Workshop "Understanding and Meeting the Special Needs of Families"
- 1995            Brain Injury Association of New Hampshire Annual Conference Workshop "Supported Employment for ABI (Acquired Brain Injury)"
- 1993            Massachusetts Association for Persons in Supported Employment Annual Conference Presented original work "Small Team Approach"
- 1992 and 1993    Statewide Head Injury Program (SHIP) Vendor Conference  
1993 Social Security Work Incentives - Plans for Achieving Self Support (PASS)  
Impairment-Related Work Expenses (IRWE)  
1992 Programmatic Innovated Ideas
- 1992            Outstanding Job Coach for the Northeast Region  
Presented by the Massachusetts Rehabilitation Commission (MRC) and Office of Employment Services (OMS)

**PROFESSIONAL AFFILIATIONS**

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

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

# STEVEN D. WADE

## Background Summary

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

## Employment History

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

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

Greater Concord Chamber of Commerce, Concord, NH  
President and General Manager, 1986-1991

Greater Boston Chamber of Commerce, Boston, MA  
Director of Membership Development, 1984-1986

Greater Rochester Chamber of Commerce, Rochester, NH  
Executive Director, 1977-1981

## Related Skills/Experience

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### 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.
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*Education*

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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*

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- 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

## 2012-2013 OFFICERS/EXECUTIVE COMMITTEE

### **President:**

Laura Flashman, Ph.D.  
Dartmouth Hitchcock Medical Center  
w: (603) 271-5369 Fax: 271-5395  
[laura.a.flashman@dartmouth.edu](mailto:laura.a.flashman@dartmouth.edu)  
Term expires: 2013

### **Vice-President:**

Amy Messer, Esq.  
Disabilities Rights Center, Inc.  
18 Low Avenue  
Concord, NH 03301-4971  
w: (603) 228-0432  
[amym@drcnh.org](mailto:amym@drcnh.org)  
Term expires: 2013

### **Treasurer:**

Richard Cunningham  
Term expires: 2013

### **Assistant Treasurer**

David Jenkins, VP, CFO  
Moore Center Services, Inc.  
195 McGregor St., Unit 400  
Manchester, NH 03102  
(603) 206-2720  
[david.jenkins@moorecenter.org](mailto:david.jenkins@moorecenter.org)  
Term expires: 2013

### **Secretary:**

Catherine Costanzo, Esq.  
DeMoura/Smith LLP  
855 Hanover Street  
Manchester, NH 03104  
(603) 824-9699  
[ccostanzo@demourasmith.com](mailto:ccostanzo@demourasmith.com)  
Term expires: 2013

### **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](mailto:sdow@resresources.com)  
Term expires: 2014

Robin Kenney, PhD  
Term expires: 2013

### **Family Council Representative:**

Diane Schreck  
Term expires: 2014

### **Survivor Council Representative:**

Paul Van Blarigan  
Term expires: 2013

### **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](mailto:jerry@robinhillfarm.com)  
Term expires: 2013

### **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](mailto: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](mailto:bud@robinhillfarm.com)

## 2012-2013 BOARD OF DIRECTORS

### Term Ending 2013

Courtney Barlotta (student rep)

Derrick Beaudin (student rep)

Laura Decoster, ATC  
NH Musculoskeletal Institute  
35 Kosciuszko Street  
Manchester, NH 03101  
(603) 627-9728  
[laura@nhmi.net](mailto:laura@nhmi.net)

Freddi Gale, CBIS, Prg Direct.  
North Country Indep. Living  
PO Box 518  
North Conway, NH 03860  
(603) 356-0282, Ext. 11  
[fgale@ncilnh.com](mailto:fgale@ncilnh.com)

Philip Girard

Ellen Keith

Joy Kiely  
SAU#64  
18 Commerce Way  
Milton, NH 03852  
(603) 356-2336 Cell: 848-9358  
[pjoykiely@gmail.com](mailto:pjoykiely@gmail.com)

Margaret Lins, RN, MS  
Crotched Mountain Comm. Cntr  
1361 Elm Street, Suite 400  
Manchester, NH 03101  
w: (603) 622-5900  
[peggy.lins@crotchedmountain.org](mailto:peggy.lins@crotchedmountain.org)

Art Maerlender, PhD  
[Arthur.C.Maerlender@dartmouth.edu](mailto:Arthur.C.Maerlender@dartmouth.edu)

### Term Ending 2014

Lisa Martel, LCSW  
Manchester VA Hospital  
Polytrauma/TBI Coordinator  
718 Smyth Road  
Manchester, NH 03104  
(603) 624-4366 ext. 2524  
[Lisa.Martel@va.gov](mailto:Lisa.Martel@va.gov)

Jared Green, Esq.  
Abramson, Brown & Dugan  
1819 Elm Street  
Manchester, NH 03104  
603-627-1819  
[jgreen@arbd.com](mailto:jgreen@arbd.com)

Dr. Ted King

Jon Lanteigne

Jeannine Leclerc

Eldon Munson, Jr.

William Storo, M.D.  
Dartmouth-Hitchcock Medical Ctr  
253 Pleasant Street  
Concord, NH 03301  
(603) 226-6100  
[william.r.storo@hitchcock.org](mailto:william.r.storo@hitchcock.org)

### Term Ending 2015

Donna Beaudin  
Program Director  
Northeast Rehab Hospital  
70 Butler Street  
Salem, NH 03079  
603-893-2900, ext 3237  
[dbeaudin@northeastrehab.com](mailto:dbeaudin@northeastrehab.com)

Rocco A. Chiappini, M.D.

Rosalie Johnson

Elizabeth Kenney

Jeanne McAllister

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

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

Joe Viana

### 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](mailto:jcapuco@dhhs.state.nh.us)

John Richards

Newton Kershaw, Jr.

# INTRODUCTION & OVERVIEW

## Brain Injury Association of New Hampshire

109 North State Street, Suite 2 • Concord, NH 03301

(603) 225-8400 or (800) 773-8400 (NH only)

www.bianh.org • mail@bianh.org

Office Hours – Monday – Friday, 8:00 – 4:30 PM

*We welcome your inquiries*

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

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

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

### Information and Support

- ❖ Family Helpline – 1-800-773-8400 (NH only)
- ❖ Technology & Resource Library
- ❖ State Brain Injury Resource Directory
- ❖ BIANH website
- ❖ *HEADWAY* Newsletter (quarterly) – public awareness about brain injury
- ❖ Monthly support groups for survivors with brain injury/stroke, their family members and friends
- ❖ Neuro-Resource Facilitation Program – designed to assist families, veterans, and individuals with accessing community resources
- ❖ Veterans' Program (www.nh-veteran.com)
- ❖ Choices for Independence – Case Management Provider
- ❖ Brain Injury Community Support Program – financial assistance

### Education, Awareness, and Opportunities to Participate

- ❖ Annual Brain Injury and Stroke Rehabilitation Conference
- ❖ BIANH Provider and Professional Council
- ❖ Public Awareness Events with Volunteer Opportunities – *Vertical Challenge for Brain Injury Awareness, Boston-Portsmouth Air Show, Plane Pull for Wounded Warriors, Charity Golf Tournament, and Walk by the Sea*
- ❖ Brain injury and spinal cord registry and data analysis
- ❖ Sports Concussion Awareness & Prevention
- ❖ Schools/Health Fairs – promoting training and support for families, educators, and school districts on meeting the unique needs of children with brain injuries
- ❖ Promotion of helmet awareness

### Public Policy and Advocacy

- ❖ NH Grassroots Brain Injury Legislative Contact Network
- ❖ Public Policy email list server
- ❖ "Monitoring" of state legislative activities as they affect people living with a brain injury
- ❖ Initiative to seek representation by the brain injury community on key state policy boards, councils and committees
- ❖ Brain Injury Legislative/public policy webpage information and updates
- ❖ Brain Injury Legislative Leadership Series

*NOTE: The Brain Injury Association of New Hampshire (BIANH) has created this directory with the intent of providing information and resources that are available within the state of New Hampshire. BIANH attempts to maintain current and accurate information and disclaims any implied warranty or representation of accuracy or completeness. Further, it is the discretion of the user to make decisions about appropriateness of services. BIANH neither endorses nor implies a recommendation; BIANH is not liable or responsible for any claim, losses or damages resulting from its use of the agencies or services listed within this directory.*

IV. BUDGET AND JUSTIFICATION

a) Budget Summary

**BUDGET SUMMARY**

**SUPPORT INITIATIVES TO INCREASE THE CAPACITY TO SERVE PERSONS WITH  
BRAIN INJURIES IN THE COMMUNITY**

7/1/2013 – 6/30/2014

Agency Name: Brain Injury Association of New Hampshire

LINE ITEM	TOTAL
Neuro-Resource Facilitation (NRF) and NRF services for veterans and service members with ABD	\$182,755
Brain and Spinal Cord Injury Surveillance Report	5,000
Maintain state-wide I & R services – increasing capacity and follow-up capacity	40,639
Continued support and growth of annual brain injury conference	6,500
Hospital outreach regarding brain injury	5,000
Support groups and peer support	8,306
Provide services and supports to brain injured veterans and NH National Guard members returning home from wars in Iraq & Afghanistan – ABD service linkage, online resource center, helpline and family support.	15,000
Youth Sports Concussion initiative – 10 pilot sites	10,000
Brain Injury Community Support Program – Direct emergency financial assistance to survivors/families	63,266
Community outreach and training	15,000
Coordination and support for the Brain and Spinal Cord Injury Advisory Council.	7,500
Development of Brain Injury Discharge Planning Clinics in acute rehabilitation hospitals	15,000
Administrative (8%)	31,375
<b>TOTAL</b>	<b>\$405,341</b>

**BUDGET SUMMARY**

**SUPPORT INITIATIVES TO INCREASE THE CAPACITY TO SERVE PERSONS WITH  
BRAIN INJURIES IN THE COMMUNITY**

7/1/2014 – 6/30/2015

Agency Name: Brain Injury Association of New Hampshire

<b>LINE ITEM</b>	<b>TOTAL</b>
Neuro-Resource Facilitation (NRF) and NRF services for veterans and service members with ABD	\$182,755
Maintain state-wide I & R services – increasing capacity and follow-up capacity	40,639
Continued support and growth of annual brain injury conference	6,500
Hospital outreach regarding brain injury	5,000
Support groups and peer support	8,306
Provide services and supports to brain injured veterans and NH National Guard members returning home from wars in Iraq & Afghanistan – ABD service linkage, online resource center, helpline and family support.	15,000
Youth Sports Concussion initiative – 10 pilot sites	10,000
Development of Brain Injury Resource Directory	5,000
Brain Injury Community Support Program – Direct emergency financial assistance to survivors/families	70,384
Community outreach and training	15,000
Coordination and support for the Brain and Spinal Cord Injury Advisory Council.	7,500
Development of Brain Injury Discharge Planning Clinics in acute rehabilitation hospitals	15,000
Administrative (8%)	31,375
<b>TOTAL</b>	<b>\$412,459</b>