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**CHRISTOPHER D. CLEMENT, SR.**  
**COMMISSIONER**

**JEFF BRILLHART, P.E.**  
**ASSISTANT COMMISSIONER**

Bureau of Highway Design  
September 23, 2013

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

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an Agreement with the Brain Injury Association of New Hampshire, Concord, NH, Vendor #156086, for an amount not to exceed \$300,000.00, for on-call assistance to the Bureau of Highway Design in providing teen driver outreach and education services to the Department's Strategic Highway Safety Program, effective upon Governor and Council approval, through October 31, 2016. 100% Federal Funds.

Funding is available as follows for FY 2014 and FY 2015 and is contingent upon the availability and continued appropriation of funds in FY 2016:

	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
04-96-96-963515-3054 Consolidated Federal Aid			
046-500463 Eng Consultants Non-Benefit	\$100,000	\$100,000	\$100,000

**EXPLANATION**

The purpose of this agreement is to engage a firm to provide programs that are targeted toward making significant reductions in highway crashes involving novice, adolescent drivers. Reducing young driver crashes is one of nine strategies in the State's Strategic Highway Safety Plan (SHSP) to make significant reductions in fatal and serious injury crashes on NH highways. The SHSP is a statewide-coordinated safety plan prepared by Federal, State, and Local and private sector safety stakeholders that provides a comprehensive framework for reducing highway fatalities and serious injuries on all public roads. Strategically, the SHSP establishes statewide goals, objectives, and key emphasis areas for safety improvements that are directed toward infrastructure and behavioral causes of highway crashes. The NH Department of Transportation is responsible for the SHSP under Title 23 U.S.C. Section 148. The Federal Highway Administration recognizes that highway crashes can involve infrastructure and/or behavioral causes, and provides each state transportation agency the flexibility to invest federal-aid safety funds toward programs that address both the infrastructure and behavioral emphasis areas in the SHSP. These efforts are eligible for federal funding under the annual Highway Safety Improvement Program (HSIP).

The Department requires on-call services to address safety emphasis areas identified in the State's Strategic Highway Safety Plan, specifically toward outreach and education of teen drivers and their parents. Assignments in this contract will include creating and delivering educational programs to increase seat belt use in selected high schools, and developing an on-line parent resource center website to provide families information designed specifically for New Hampshire on the strategies to guide teen drivers that can be used to reduce risk factors of novice, adolescent drivers.

The vendor selection process for this contract was initiated by a solicitation to facilitate programming in the State Strategic Highway Safety Plan designed to mitigate the risks associated with novice, adolescent drivers through a Request for Proposal (RFP). This RFP was posted on the State Administrative Services website from November 13, 2012 to December 7, 2012. A Legal Notice of the RFP was advertised in the Union Leader newspaper from November 14, 2012 to November 16, 2012. Answers to vendor's questions regarding clarification of the solicitation were posted to the Administrative Services website on November 26, 2012. As a result of the solicitation, one firm submitted a proposal: Brain Injury Association of New Hampshire, Concord, NH.

The selection process for this contract consisted of review and ranking of solicited written proposals by a selection panel comprised of ten members of the Strategic Highway Safety Plan (SHSP) Committee. The selection panel included the Assistant Director of Project Development, Public Information Officer, Administrator of the Bureau of Highway Design, and State Highway Safety Engineer from NHDOT; the Program Director and Project Manager from the Highway Safety Agency; a representative from the Department of Safety's Special Services Highway Safety Unit; a Program Manager from the Department of Health and Human Services; a Senior Transportation Planner from the Upper Valley Regional Planning Commission, and the ITS & Safety Engineer from the Federal Highway Administration.

The selection panel members reviewed the proposal and met on Friday, December 14, 2012 to recommend a vendor. The Committee reviewed the proposal based on Strategic Approach, Proposed Work Plan, Demonstrated Ability for Value added and In-Kind, Expertise of Proposed Staff, Demonstrated Ability to Reach Target Audiences, Work Samples from relevant past safety related projects, and Work Samples showing quality and creativity and Cost. Having assessed all of the aforementioned factors, the selection panel determined that the proposal was responsive to the RFP and this agency is capable of completing the work as indicated in the RFP.

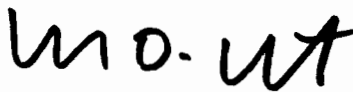
The Brain Injury Association of New Hampshire has agreed to furnish the on-call services for an amount not to exceed \$300,000.00. This firm has an excellent reputation and has demonstrated their capability to perform the required services. The cost for individual Task Orders assigned under this contract will be negotiated and use of a modified cost plus fixed fee method of compensation will be used. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This project funding is 90% Federal funds with 10% state match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal funds.

This Agreement (Statewide On-Call Teen Driver Outreach and Education Services, 26524) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for on-call marketing services as outlined above.

Sincerely,



Christopher D. Clement, Sr.  
Commissioner

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AGREEMENT  
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 29 day of August in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and the Brain Injury Association of New Hampshire, with principal place of business at 109 North State Street, Suite 2, in the City of Concord, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call services for providing Teen Driver Outreach and Education. These services are outlined in the CONSULTANT'S technical and fee proposal dated January 29, 2013, which is hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

## ARTICLE I

### **ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED**

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

#### **A. DESCRIPTION OF SERVICES**

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to, the following:

The CONSULTANT shall address outreach and education of teen drivers and their parents in an effort to reduce teen crashes. This outreach shall include development of peer to peer teen safety groups in approximately fifteen schools as well as a tool box and web site to provide resources for parents of teens.

#### **B. SCOPE OF WORK**

1. Increase Seat Belt Use in approximately 15 High Schools
  - Create an on-going educational program including the "Room to Live" program
  - Develop public service announcements, media campaign and educational campaign to promote seat belt usage
  - Submit monthly and final reports documenting the progress of the High School Peer to Peer Seat Belt Program
2. Online Parent Resource Center
  - Research and develop content for parent resource "tool box" content on the NH Driving Toward Zero (NH DTZ) website
  - Placing resources on NH DTZ website
  - On-going review and maintenance of the parent resource "tool box" content on the NH Driving Toward Zero website
  - Develop and implement marketing plan

#### **C. STAFFING**

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the

## ARTICLE I

DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

### **D. QUALITY CONTROL**

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

### **E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the estimated amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

### **F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish any available applicable data to the CONSULTANT, if requested.

### **G. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

The CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

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It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10<sup>th</sup> day of each month.

### **H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

Each CONSULTANT submission shall be supplemented with any material or descriptive matter necessary to facilitate a comprehensive review.

### **I. DELIVERABLES**

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

**Electronic Transfer of Data:** The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

**Computer Aided Design/Drafting (CAD/D) files:** All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at [www.nh.gov/dot/cadd/](http://www.nh.gov/dot/cadd/).)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing: Microsoft Word 2003 or NHDOT compatible version



## ARTICLE I

Spreadsheets: Microsoft Excel 2003 or NHDOT compatible version

Databases: Microsoft Access 2003 or NHDOT compatible version

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (\*.DGN), Microsoft Word (\*.DOC), Microsoft Excel (\*.XLS), etc.) and an electronic version in Adobe Acrobat (\*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

### **J. DATE OF COMPLETION**

The date of completion for the professional services rendered under this AGREEMENT is **October 31, 2016**, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

## ARTICLE II

### ARTICLE II - COMPENSATION OF CONSULTANT FOR SPECIFIC RATES OF PAY

The work required under the terms of this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

**A. GENERAL FEE** In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$300,000. (The CONSULTANT shall note that no payments will be made for work or expenses, whether authorized or not, exceeding the \$300,000 total amount.)

#### **B. HOURLY RATES**

The hourly rates tabulated below include all charges attributed to direct costs, fringe benefits, payroll taxes, and overhead and shall be used in billing for all work performed under this AGREEMENT.

1. **Loaded Labor Rates** – The loaded labor rates will be the total hourly wage for each employee including overhead as follows:

$$\begin{array}{l} \text{Direct Labor Rate (\$/hr)} \\ + \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = \text{Loaded Labor Rate (\$/hr)} \end{array}$$

<u>Employee</u>	<u>Classification</u>	<u>Direct Labor</u>	<u>Loaded Labor</u>
Sandra Little	Prenatal Coordinator	\$21.00	\$50.40
Kerry Kroh	Project Administrative Coordinator	\$22.00	\$52.80
Lori Sandefur	Injury Prevention Program Coordinator	\$24.00	\$57.60
Ronald Snow	Marketing Director	\$26.00	\$62.40

The negotiated overhead and burden rate for this AGREEMENT is 40.00%. At the conclusion of the CONSULTANT'S fiscal year, if the firm's audited overhead rate report indicates an increased rate, the CONSULTANT may submit a written request for approval of an increase in the overhead and burden rate to the DEPARTMENT. The request shall include all of the supporting documentation necessary to justify an increase in the overhead and burden percentage rate. The DEPARTMENT'S final audit will adjust the CONSULTANT'S overhead and burden rate to reflect the actual rate(s) for the term of the AGREEMENT.

The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

## ARTICLE II

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

### **C. DIRECT EXPENSES**

Reimbursement for direct expenses includes work such as services of subconsultant specialists, special computer services, printing, reproductions and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

### **D. SUBCONSULTANT SUPPORTING SERVICES**

The subconsultant firms included in this AGREEMENT are:

Teen Driver Project Coordinator (Steve Gratton)

WEDU – Website Design

### **E. PAYMENTS**

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely-itemized, project-by-project bill submitted on a monthly basis by the CONSULTANT.

### **F. RECORDS - REPORTS**

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher

## ARTICLE II

payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A – Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

**ARTICLE III - GENERAL PROVISIONS**

**A. HEARINGS, ETC.**

(Not applicable to this AGREEMENT)

**B. CONTRACT PROPOSALS**

(Not applicable to this AGREEMENT)

## ARTICLE IV

### **ARTICLE IV - STANDARD PROVISIONS**

#### **A. STANDARD SPECIFICATIONS**

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

#### **B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS**

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection by duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 109 North State Street, Suite 2, Concord, NH.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

#### **C. EXTENT OF CONTRACT**

##### **1. Contingent Nature of AGREEMENT**

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

##### **2. Termination**

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

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contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams, and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

### **D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS**

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT caused by errors and omissions by the CONSULTANT without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports, or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor, except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially

## ARTICLE IV

outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

### **E. ADDITIONAL SERVICES**

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

### **F. OWNERSHIP OF PLANS**

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.



## ARTICLE IV

### **G. SUBLETTING**

The CONSULTANT shall not sublet, assign, or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

### **H. GENERAL COMPLIANCE WITH LAWS, ETC.**

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

### **I. BROKERAGE**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### **J. CONTRACTUAL RELATIONS**

#### **1. Independent Contractor**

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

#### **2. Claims and Indemnification**

##### **a. Non-Professional Liability Indemnification**

## ARTICLE IV

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury, and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

c. These covenants shall survive the termination of the AGREEMENT. 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
- ~~3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and~~
4. workers' compensation and employer's liability insurance as required by law.

## ARTICLE IV

### b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible), and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

### 4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

### 5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

## **K. AGREEMENT MODIFICATION**

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

## **L. EXTENSION OF COMPLETION DATE(S)**

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be complied with, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

## ARTICLE IV

### M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)

#### COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions

## ARTICLE IV

as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
  - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

### **N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS**

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

## ARTICLE IV

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.
3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

### **O. DOCUMENTATION**

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications, and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

### **P. CLEAN AIR AND WATER ACTS**

If the amount of the AGREEMENT or subcontract thereunder exceeds \$100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF  
PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO  
THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

The CONSULTANT \_\_\_\_\_, proposed subconsultant \_\_\_\_\_, hereby certifies that it has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Brain Injury Association of NH  
(Company)

By: [Signature]  
Executive Director  
(Title)

Date: 8/29/2013

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE: TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.**

**CONSULTANT DISCLOSURE STATEMENT  
FOR PREPARATION OF  
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

8-29-2013

(Date)



(Signature)



**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Executive Director and duly-authorized representative of the firm of River Injury Associates of NH, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

8/29/2013

(Date)



(Signature)

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

William J. Cass, P.E.  
Director of Project Development  
NHDOT

I hereby certify that I am the \_\_\_\_\_ of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

9/12/13  
(Date)

William J. Cass  
(Signature)

*Attachment 5*

**CERTIFICATION FOR FEDERAL-AID CONTRACTS  
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, 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 Federal 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

**Consultant**

WITNESS TO THE CONSULTANT

By: *Kerry Koch*  
\_\_\_\_\_

Dated: 8/29/2013

CONSULTANT

By: *[Signature]*  
Executive Director  
(TITLE)

Dated: 8/29/2013

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: *Michelle Cronin*  
\_\_\_\_\_

Dated: 9/12/13

THE STATE OF NEW HAMPSHIRE

By: *[Signature]*  
William J. Cass, P.E.  
Director of Project Development  
NH DOT  
For DOT COMMISSIONER

Dated: 9/12/13

**Attorney General**

This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 10/4/13

By: *[Signature]*  
Assistant Attorney General

**Secretary of State**

This is to certify that the GOVERNOR AND COUNCIL on \_\_\_\_\_ approved this AGREEMENT.

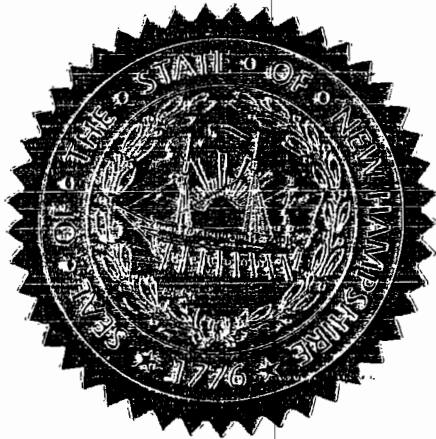
Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Secretary of State

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 29<sup>th</sup> day of August A.D. 2013

*William M. Gardner*

William M. Gardner  
Secretary of State



**BRAIN INJURY  
ASSOCIATION**  
OF NEW HAMPSHIRE

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

Help line: (800) 773-8400

Tel: (603) 225-8400

Fax: (603) 228-6749

[www.bianh.org](http://www.bianh.org)

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THE VOICE OF BRAIN INJURY

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### CERTIFICATE OF VOTE

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**TO:** EXECUTIVE COMMITTEE  
**FROM:** STEVEN WADE, EXECUTIVE DIRECTOR  
**SUBJECT:** STATEWIDE ON-CALL TEEN DRIVER OUTREACH AND EDUCATION SERVICES AGREEMENT  
**DATE:** 8/30/13

**RESOLVED:** The Executive Board of the Brain Injury Association of New Hampshire voted to authorize Steven D. Wade, Executive Director of the Brain Injury Association of New Hampshire, to execute the contract with the NH Department of Transportation for Statewide On-Call Teen Driver Outreach and Education Services.

Votes were cast via email correspondence on August 29 through August 30, 2013 with the resolution passing with eight (8) votes in favor of the resolution.







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

BRAIN INJURY ASSOCIATION OF  
NEW HAMPSHIRE AND AFFILIATES

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DECEMBER 31, 2012

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## 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.

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

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

See accompanying notes and independent auditor's report.



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

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Principles of Consolidation

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

Basis of Accounting

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

Financial Statement Presentation

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

Income Taxes

The Brain Injury Association of New Hampshire and the New Hampshire Wings of Hope Foundation are exempt from income taxes under Section 501 (c) (3) of the Internal Revenue Code, and are classified by the Internal Revenue Service as other than a private foundation. With few exceptions, the Organization is no longer subject to income tax examinations by federal or state tax authorities for years prior to 2009.

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

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

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

Cash and Cash Equivalents

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

Public Support and Revenue

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

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

Accounts Receivable

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

Property and Equipment

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

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

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (continued)

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

Advertising Costs

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

Concentration of Credit Risk

The Organization maintains several cash accounts at local banks and credit unions. 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, 2012, there were uninsured cash balances of \$ 598,022.

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 statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

NOTE B - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

	<u>2012</u>
Equipment	\$ 51,735
Furniture and Fixtures	<u>11,127</u>
Total Property and Equipment	62,862
Less: Accumulated Depreciation	<u>(57,769)</u>
Net Property and Equipment	\$ <u>5,093</u>

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

**NOTE C - LOANS PAYABLE**

The Association secured a line of credit with a local bank, renewed through January 2013, in the maximum amount of \$ 125,000, and collateralized by substantially all assets. The interest rate at December 31, 2012 was 3.25%. The outstanding balance as of December 31, 2012 was \$ 75,350.

**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, 2012 through June 30, 2013. 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 monthly rent for the lease is \$ 1,867. Both nonprofit organizations conduct business at the above-identified facility. The lessor is responsible for all utilities commonly assessed, to include heat, electricity, water, and sewer.

**NOTE F - INCOME TAXES**

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

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

**NOTE G - FAIR VALUE MEASUREMENTS**

The Organization estimates that the fair value of all financial instruments at December 31, 2012, such as cash and cash equivalents, grants and contracts receivable, and loans payable, none of which is held for trading purposes, does not differ materially from the aggregate carrying values of said financial instruments as recorded in the accompanying statement of financial position, due to the short maturities of those instruments.

**NOTE H - TAX SHELTERED ANNUITY**

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

**NOTE I - FISCAL SPONSORSHIP**

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

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

**NOTE J - EVALUATION OF SUBSEQUENT EVENTS**

The Organization has evaluated subsequent events through July 3, 2013, the date which the financial statements were available to be issued.



**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE EXECUTIVE COMMITTEE**

**President**

Laura Flashman, Ph.D, Grantham

**Vice-President**

Amy Messer, Esq., Concord

**Treasurer**

David Jenkins, VP, CFO, Manchester

**Secretary**

Freddi Gale, CBIS, North Conway

**At Large**

Scott Dow, CBIST, Hampstead

Robin Kenney, Ph.D, Peterborough

**Family Council Representative**

Diane Schreck, Nashua

**Survivor Representative**

Paul Van Blarigan, Hollis

**Professional Representative**

Jeremiah Donovan, MBA, CBIS,  
Hillsboro

**Immediate Past President**

Brant Elkind, MS, CBIST

Keene

**Executive Director**

Steven D. Wade, Concord

**BOARD OF DIRECTORS**

Donna Beaudin, OTR/L, CBIST, NHA, Salem

Rocco A. Chiappini, M.D., CBIS, Milford

Catherine Costanzo, Esq., Henniker

Laura Decoster, ATC, Manchester

David Eby, Esq., Manchester

Philip Girard, MS, Deerfield

Jared Green, Esq., Manchester

Rosalie Johnson, Dover

Ellen Keith, MSW, Center Ossipee

Elizabeth Kenney, Peterborough

Ted King, M.D., Brentwood

Jon Lanteigne, Bedford

Jeannine Leclerc, Keene

Art Maerlender, Ph.D, Wilmot

Lisa Martel, LCSW, CBIS, Manchester

Eldon Munson, Jr., MS, CBIST, Frankestown

Michael Palmieri, Concord

Garry Sherry, MS, North Conway

William Storo, M.D., Concord

Joe Viana, MS, Madison

Courtney Barlotta (Student Representative)

Derrick Beaudin (Student Representative)

**EX OFFICIO**

John Capuco, Psy.D., Concord

Newton Kershaw, Jr., Esq., Manchester

John Richards, MS, MBA, Peterborough

**Brain Injury of New Hampshire**

<u>Employee</u>	<u>Classification</u>	<u>Direct Labor</u>	<u>Loaded Labor</u>
Sandra Little	Prenatal Coordinator	\$21.00	\$50.40
Kerry Kroh	Project Administrative Coordinator	\$22.00	\$52.80
Lori Sandefur	Injury Prevention Program Coordinator	\$24.00	\$57.60
Ronald Snow	Marketing Director	\$26.00	\$62.40

**Sub-consultant supporting Services**

Steve Gratton                      Teen Driver Project Coordinator                      \$29.00

**WEDU****CONTRACT LABOR RATES (PER HOUR)**

<u>Classification</u>	<u>Base Period</u>	<u>Contract Period 2</u>	<u>Contract Period 3</u>
Account Director	\$77.04	\$79.35	\$81.73
Account Manager	\$65.19	\$67.15	\$69.16
Account Executive	\$39.72	\$40.91	\$42.14
Experiential Account Executive	\$39.72	\$40.91	\$42.14
Public Relations Manager	\$65.19	\$67.15	\$69.16
Digital Strategist	\$77.04	\$79.35	\$81.73
Social Media Community Manager	\$39.72	\$40.91	\$42.14
Creative/Art Director	\$63.80	\$65.71	\$67.62
Senior Designer	\$60.19	\$62.00	\$63.86
Designer	\$58.99	\$60.76	\$62.58
Technology Director	\$71.02	\$73.15	\$75.35
Senior Programmer	\$64.81	\$66.75	\$68.76
Programmer	\$56.36	\$58.05	\$59.79







STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION  
TEEN DRIVER OUTREACH AND EDUCATION  
RFP DOT 2013-02

New Hampshire Department of Transportation

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all bidders of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

(1) The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.		
\$ <u>1,000,000</u> Per Claim	\$ <u>1,000,000</u> Per Incident/Occurrence	\$ <u>2,000,000</u> General Aggregate
<u>[Signature]</u> Signature & Title		<u>12-6-2012</u> Date

This acknowledgement must be returned with your proposal.

**Philadelphia Indemnity Insurance Company**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy Number: PHPK912654

Agent # 18209

See Supplemental Schedule

**LIMITS OF INSURANCE**

\$	2,000,000	General Aggregate Limit (Other Than Products – Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$	1,000,000	Personal and Advertising Injury Limit
\$	1,000,000	Each Occurrence Limit
\$	100,000	Rented To You Limit
\$	5,000	Medical Expense Limit (Any One Person)

**FORM OF BUSINESS: NON PROFIT ORGANIZATION**

Business Description: Non Profit Organization

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED: N/A**

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$ 1,661.00	\$

**RETROACTIVE DATE (CG 00 02 ONLY)**

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: \_\_\_\_\_

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule**

\_\_\_\_\_  
Countersignature Date

\_\_\_\_\_  
Authorized Representative

## KERRY KROH

- 
- EXPERIENCE: 2002 to present Brain Injury Association of NH Concord, NH  
Senior Office Administrator
- Typing, correspondence and support to Executive Director and staff
  - Board of directors meeting coordination and preparation of minutes
  - Database entry, queries and reporting
  - Phone reception and front-line contact person
  - Purchasing of office supplies and equipment
  - Fundraising events logistics and support
- Bookkeeper position (2005-2006)
- Accounts payable, accounts receivable, financial statements, general ledger entries
  - Bank account reconciliations
- 1994 to 1999 Hanover Hill Health Care Center Manchester, NH  
Communications Assistant, part-time
- Create and update forms for patient/resident care plans for nursing staff
  - Greet and direct patients/residents and family members
  - Answer and direct multiple phone lines
  - Typing and correspondence for various departments
- 1990 to 1993 The Insurance Exchange Manchester, NH  
Accounting Department Staff, full-time
- Accounts payable processing for multiple offices
  - Reconciliation of general ledger accounts
  - Maintain cash management spreadsheets
  - Customer and insurance representative service relations
  - Set-up and creation of company spreadsheets
  - Various clerical duties and data entry
- 1989 to 1990 AlignTech Manufacturing Minneapolis, MN
- Accounts payable, accounts receivable, general ledger
  - Payroll, payroll tax deposits, quarterly and annual related forms/reports
  - Customer service
  - Assisted in preparing month-end reports through P&L statements
- EDUCATION: 1986 to 1988 Interstate Business College Bismarck, ND
- Accounting Program Certificate
- VOLUNTEER: 2008 to January 2012, Treasurer, Central High School Association of Music Parents
- Maintained books for organization to include tax filings and audit prep
  - Fundraising event coordination and support
- REFERENCES: Carol Mahoney,  
Rebecca Paquette,  
Cindy Morin,

LORI HAMEL SANDEFUR

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

*Director of Events & Special Projects:*

- Organize all aspects of annual brain injury and stroke conference; including committee, obtaining speakers, CEU's, conference facilities, brochure and all other related details.
- Organize and coordinate annual Walk-By-The-Sea fund-raiser which entails recruitment of sponsors, volunteers and teams, developing marketing collaterals, designing t-shirts and organizing luncheon.
- Assist with recruitment and coordination of volunteers for Service Credit Union Boston- Portsmouth Air Show
- Co-Director of the Heads Up Half Marathon

**THINKFIRST National Injury Prevention Foundation**  
(June 2002 to Present) A Brain and Spinal Cord Injury Prevention Program

*State Chapter Director for NH:* Coordinate and provide ThinkFirst presentations to NH schools for students in grades K-12 on injury prevention.

**BRAIN INJURY ASSOCIATION OF VERMONT, Waterbury, VT**  
(January 2008 to July 2010)

*Conference Coordinator:* Contract with the State of Vermont to coordinate all aspects of the Brain Injury Association of Vermont's annual conference with the goal being to turn this event into a professional educational offering and a profitable fundraiser

**COMMUNITY SERVICES COUNCIL OF NEW HAMPSHIRE, Concord, NH**  
(January 1995 to February 1998) A human services agency providing services to traumatically brain injured and developmentally disabled individuals.

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

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

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

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

# Ronald L Snow

## Key Skills

Event Management

Fundraising

Sponsorship

Outreach

Program coordination

Social Media

Public Speaking

System Integration  
Planning

Education tools

## Education

Dartmouth College  
Hanover, NH

BA in Psychology,  
1987

## Special Committees

Civilian/Military  
Traumatic Brain  
Injury  
Collaborative-  
co-chair

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

## DIRECTOR OF MARKETING/ DEVELOPMENT

*BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE*

### Marketing:

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

#### Key programs:

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

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

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

### Event Planning:

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

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

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

**Annual Golf Tournament-** Director fundraising golf tournament.

### Previous Experience:

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

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

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

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

## Steven Gratton

### Education

Plymouth State College, Plymouth, NH, BA Biology, 1972

### Employment

*January 2012 to Present*

#### **The Allstate Foundation, NH Teen Safe Driving Program Coordinator**

- Coordinated the creation of a year-long educational campaign at three high schools to promote increased seat belt usage and encourage peer to peer driver safety programs.
- Coordinated program to promote the enhancement of the current NH Graduated Licensing provisions (GDL) leading to legislation changes being proposed in 2013.

*January 2006 to November 2011*

#### **CEO Lovering Family Foundation**

- Formed non-profit foundation with Rich and Linda Lovering for the purpose of helping to reduce the number of deaths and injuries resulting from teen auto crashes.
- Promoted advanced "hands on" driver education classes involving teens and their parents.
- Worked with Children's Hospital at Dartmouth to develop "Room to Live" seatbelt educational program.
- Assisted in coordinating more than 30 presentations per year at NH high schools and teen gatherings.

*July 2000 to January 2006*

#### **Lovering Volvo Sales and Volvo Product Trainer**

- Position allowed me to gain a great deal of auto safety expertise from numerous Volvo Technical Training programs. It was my passion for auto safety training that led to the creation of the Lovering Family Foundation.

**1983-2000 Yankee Industrial Truck/Altec Industries, Sales and Sales Management**

**1973-1983 Jen-Sal Labs, Veterinary Pharmaceutical Products**

### Organizations and Committees

NH Teen Driver Committee	2008 to Present
Buckle-Up NH	2008 to Present
Porsche Club of America	1986 to Present
<i>Past President and Chief Driving Instructor</i>	
<i>North Country Region PCA</i>	



**APPENDIX: STATEMENT OF RESPONSIBILITIES STEVE GRATTON**

**LETTERS OF SUPPORT**

**Statement of Responsibilities  
Teen Driver Project Coordinator**

**Responsibilities**

- Analyze, solicit, and select 15 high schools to actively participate in this program based on YRBS seat belt survey scores or demonstrated risk/need.
- Identify an effective “champion” or key mentor at each school to work with.
- Help select, with the mentor, an appropriate student group within each school i.e. SAAD, Health and Safety class, MADD, or just motivated students.
- Constantly strive to develop a lasting Safe Teen Driver culture within each school.
- Encourage development of peer to peer program approach.
- Train and help students to perform accurate seat belt surveys to be conducted a minimum of 3 times per year.
- Supply information and data for each “Safety Team’ to be fully educated on teen driver safety.
- Coordinate key speakers for each school i.e. parents that lost a child in a crash, a TBI survivor, or other student groups that can influence positive teen driver safety.
- Schedule school-wide assemblies to discuss teen safe driving issues.
- Help each school to develop public service announcements, media campaigns, and year-long educational campaigns to promote seat belt usage in their communities.
- Actively involve local police/fire and EMT departments.
- Encourage each school to participate in the annual NH Seat Belt Challenge.
- Encourage each school to link their website to the NH Driving Toward Zero site.
- Measure efficacy of this program based on peer to peer involvement and results of the seat belt surveys.
- Report monthly to all stakeholders on program activities and progress.
- Serve as member of the NH Teen Driver Committee, Buckle-Up NH Coalition, Strategic Highway Safety Plan Committee and related highway safety program committees.



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4517 1-800-852-3345 Ext. 4517  
Fax: 603-271-4519 TDD Access: 1-800-735-2964



December 5, 2012

Stuart Thompson, PE  
State Highway Safety Engineer  
New Hampshire Dept. of Transportation  
Bureau of Highway Design  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483

Dear Mr. Thompson:

Please accept this letter of support for the Brain Injury Association of New Hampshire's proposal in response to RFP DOT 2013-2, Teen Driver Outreach and Education. As Co-Chair of the New Hampshire Teen Driving Committee and the Injury Prevention Program Manager for the Division of Public Health Services, Department of Health and Human Services, I have worked with the Brain Injury Association on teen driving issues for nearly 15 years. I have no doubt in my mind that they will carry out the responsibilities outlined in the grant proposal with success and professionalism.

I would also like to extend the continued expertise and guidance of the Teen Driving Committee (TDC) for all activities underneath this grant. The TDC meets on a monthly basis and is made up of professionals from across the state, all of who share a passion and commitment to keeping teenagers safe on the road. We look forward to working with the Brain Injury Association of New Hampshire on this grant.

Sincerely,

Rhonda Siegel, MS Ed  
Injury Prevention Program Manager  
Maternal & Child Health Section

RS/baw



INJURY PREVENTION CENTER

Debra Samaha, Program Director  
Injury Prevention Center at Dartmouth  
One Medical Center Drive  
Lebanon, NH 03756-0001  
Phone (603) 653-8360  
Fax (603) 653-8354  
Debra.A.Samaha@dartmouth.edu

December 5, 2012

Stuart Thompson  
New Hampshire Department of Transportation  
7 Hazen Drive  
Concord, NH 03301

Dear Stuart,

Please accept this letter of support for the Brain Injury Association's proposal in response to RFP DOT 2013-2, Teen Driver Outreach and Education. It is my understanding that this proposal is based on the successes that have been achieved through the 2012 funding that was received from the Allstate Foundation's Teen Driver Grant Program in collaboration with the American Academy of Pediatrics and the New Hampshire Pediatric Society.

The Injury Prevention Center is proud to have been part of this successful program. We are equally proud to collaborate with the New Hampshire Brain Injury Association as they look to continue and expand this peer to peer effort of educating New Hampshire's teens about the importance of making safe choices as drivers and as passengers.

Our Highway Safety Specialist, Howard Hedegard, was actively involved in New Hampshire's model Allstate Foundation program. We offer his support for your efforts through this proposal to the extent that on-going funding sources for his position allow.

It is our understanding that you will contract with Steve Gratton to carry out the peer to peer high school based provisions of this proposal. Steve has worked closely with the Injury Prevention Center during recent years. We have come to know him as a strong advocate for highway safety who is passionate about creating a safer driving experience for teens. We support your choice to contract with him.

Sincerely,

Debra Samaha  
Program Director

## wedü Team Qualifications and Accomplishments

The following individuals will be involved in many aspects of the NHDTZ account from strategic planning to campaign execution. The Account Service team will provide direct access to a variety of our talented individuals to ensure a fully integrated and successful relationship. Each individual listed in this section has experience working in the transportation safety industry through their work with NHDTZ in executing the current NHDOT contract. Additionally, wedü is not currently engaged with any other clients with whom a conflict of interest would arise. Each team member listed below will not be assigned a client load that will interfere in the effective execution of any and all tasks required if awarded this contract.

### **Kimberley Griswold - Account Director / VP of Client Planning & Strategy**

As the Strategist and Account Director, Kim will ensure the account's overall success. Kim obtained her Bachelor of Arts degree in Communications with a minor in English, graduating Summa Cum Laude from the University of New Hampshire. She has worked with a broad range of clients, including the NH Department of Transportation, Derry Medical Center, Londonderry Family Practice, Lindner Dental, Terrace Communities Assisted Living, and NH Public Risk Management Exchange (Primex<sup>3</sup>) to name a few.

Kim's strategic direction and collaborative skills are an asset to each of her clients. Kim has extensive knowledge in all of our core services including branding, marketing, advertising, communications, copy writing, public relations, online strategy and database management, and social media. Her diverse background includes several years in the news industry working specifically as a news manager and executive producer at a regional television station; launching a successful development and alumni program for a private junior high school, marketing strategist for two non-profits, one of which is the largest business association in NH; and of course an extensive history of communications, marketing, and advertising plan development.

Kim's organization and interpersonal communication skills are exceptional assets and are critical to understanding the client's objectives and the related challenges. Her direct approach in tackling challenges and driving projects forward are essential qualities that have contributed to her success and her clients' loyalty.

Kim is also a native of Manchester and is deeply ingrained in the community. Kim is a board member for Manchester Crimeline where she serves as vice chair, she is a board member for Queen City Rotary and has been a member for eight years. Kim has served on a number of boards and volunteered her time to countless organizations.

Kim has been the chief strategist and account director for the current contract with NHDOT. She established the brand and has worked with various coalition partners and safety officials both within NH and the Northeast.

### **Nick Williams - Account Manager**

Nick's marketing career began in the professional sports industry. As a sales and marketing account executive for two minor league ice hockey teams in the AHL, as well as for the New England Patriots and New England Revolution, he gained extensive knowledge in sales, event-marketing, and client management.

In 2007, Nick returned to school and earned his M.B.A from Babson College, where he focused his studies on marketing and brand management. Originally from New Jersey, Nick attended the University

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of Vermont where he earned his Bachelor of Arts degree. Nick brings concise analytics and strong project management skills to each of his clients.

**Emily Dewey - Account Executive**

Emily's marketing career began as an Account Coordinator at a national experiential firm. During her tenure at the experiential group, Emily focused on growing the experiential pop-up retail sector and worked with multiple international brands such as Bounty, Mars Inc., and Kellogg's Pop Tarts.

Emily's acute attention to detail, ability to manage multiple projects simultaneously, and overall enthusiasm serves all of her clients well and adds to the ultimate success of each project. Emily's a proud graduate (Summa Cum Laude) of the University of New Hampshire where she earned her BA in Women's Studies.

**Casey Fontaine - Experiential Account Executive**

Casey's marketing career began when he was only 15 years old, working as a brand ambassador for Pepsi Co.'s longest-running promotion in history. With almost 10 years under his belt in the marketing industry, he was hired by a national experiential firm. As a production manager he coordinated and managed projects for clients such as Tide, Kellogg's, Verizon, Duracell, and more. In his 13 years working in experiential marketing, Casey has traveled to 48 states and managed budgets in the millions of dollars.

Casey's ability to multitask and manage large crew sizes for activations, coupled with his ability to guide clients through the process, makes him an invaluable asset to our team. His proven success in managing projects simultaneously while serving his clients' needs with fresh ideas and positivity makes Casey a true team player.

**Craig Smith –Vice President of Digital Strategy**

Craig graduated from Saint Anselm College in 1998 and achieved his MBA from Southern New Hampshire University in 2003. Craig excels in managing our digital team and keeping wedü on the cutting edge of the digital world. His extensive background includes managing political campaigns, business management, fundraising, and public affairs. He has worked with small businesses and conglomerates, non-profits, political campaigns, and government organizations, and understands what it takes for organizations to intelligently implement a digital strategy.

His expertise in grassroots efforts, data management, behavioral marketing, and communications is how he's driven wedü's success in the social media market. He assembled a team of professionals with proven track records in a medium where others can only claim to be experts. He oversees the digital team and their responsibilities which include web and email marketing, digital advertising, social media marketing, app development, mobile integrations, and digital public affairs. Craig will provide strategic direction for public relations, social media, and all things digital.

Craig is the driving force behind the current NHDTZ digital plan. His expertise in social media has resulted in the NHDTZ social media programs and online advertising platforms exceeding all norms and expectations.

**Lisa Cramb - Public Relations Manager**

Lisa oversees wedü's public relations and social media group while providing PR strategy and tactical support to the agency's clients including NH Department of Transportation, Lindner Dental, Hampshire First Bank, Mass Save and its individual Sponsor organizations, including National Grid and NSTAR, New

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Hampshire Housing Finance Authority, and others. Her public relations efforts have garnered significant brand awareness while optimizing brand engagement for wedü's clients.

Lisa brings a wealth of experience in public relations and marketing communications across a variety of industries to the agency's account teams. Before joining the agency, Lisa was the Director of Media and Community Relations at Daniel Webster College in Nashua; prior to DWC, she was the Communications Manager for Granite State Independent Living, a statewide non-profit organization based in Concord, NH. Her background includes work with startups and Fortune 500 corporations; healthcare organizations; local and statewide non-profits; and freelance copyediting and feature writing. Lisa holds a degree in Marketing from Franklin Pierce University and a Bachelor's degree in Communications, Magna Cum Laude, from Southern New Hampshire University.

#### **Jillian Adams – Social Media Community Manager**

Jillian is responsible for client social media community management and public relations projects. Her role includes drafting monthly social media editorial calendars, posting on and monitoring client social accounts along with creating monthly social media reports for clients. Jillian also follows the latest social media trends and tools and makes strategic suggestions on how our clients and agency can implement them. Before joining wedü, Jillian was an Interactive Media Specialist at a NH-based marketing firm where she also managed client social media efforts along with their digital advertising. Jillian was also a contributor to the American Bankers Association Bank Marketing Magazine social media column and has presented at local and regional conferences on social media.

Jillian graduated from Bryant University in Smithfield, Rhode Island with a degree in Applied Psychology and Business Administration. She received the University's Commencement Award in her major.

#### **Christine Marchand - Creative Director**

From vision to reality, Chris' ability to bring a concept to life is nothing short of brilliant. Her illustrative talents and expertise in design have earned the admiration and respect of wedü clients for over a decade. She is a graduate of Rhode Island School of Design and her dedication to her skill is evident in all her work. She has a broad illustrative range and is able to design across multiple media which makes her an invaluable member of the team. Clients appreciate Chris' attention to detail and her ability to ensure designs are not only creative, but functional as well.

Chris has worked on numerous projects during her tenure with wedü, including many in the healthcare industry - Derry Medical Center and Londonderry Family Practice, Lindner Dental, Concord Eye Care, Elliot Hospital, Concord Hospital, New London Hospital, the Orthopedic Center, and Terrace Communities to name a few.

#### **Derek Bedrosian – Senior Designer**

Derek brings a diverse background in visual design to wedü clients. His versatility allows him to work across a wide variety of media quickly and seamlessly. He has been sharpening his creative skills for over a decade and has developed a creative style and design process that incorporates modern interpretation with traditional design concepts. His work method is very detail-oriented and allows him to embed client goals into his designs.

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**Todd Wheeler - Technology Director**

When members of the wedü team want to know if something is possible in the tech world-we ask Todd. For over a decade Todd has been wedü's dedicated leader of technology research and trending. As our in-house technology authority, Todd keeps our cutting-edge tech team up-to-date and educated on the ever-changing digital world. Todd's expertise encompasses web development, database applications, network and enterprise structures, email network management, content management systems, and interactive programming. When it hasn't been done before and wedü wants to make it happen, we know Todd and his team can do it.

Todd has had a hand on technical projects for most of wedü's history, including building an outage map for Public Service of New Hampshire during the 2010 ice storm in less than 24 hours; developing a complete inventory management system for Argo Cycles, the largest dealer in North America; and building complex tools for many other clients. He has also built a number of secure e-commerce solutions for clients.

**Ryan Taylor – Senior Programmer**

Ryan has over a decade of experience in website development, web applications, database applications and desktop applications. He is a graduate of Southern New Hampshire University. In his time with wedü, Ryan has developed numerous web-applications, websites, and social media apps helping our clients attain the digital solutions needed to capitalize on their marketing agendas.

**Jeremy Drouin – Application Developer**

Jeremy has been designing, building and developing websites since 1998 and has over 8 years of experience with various digital agencies. With front end development as his primary focus, Jeremy keeps up to dates on the latest design and development trends that include CSS3, HTML5, jQuery, responsive design, Facebook app and mobile web development. In addition to the front end, Jeremy has also spent several years doing Flash development and AS3 programming running from small presentations to full micro sites and games. He also has experience with video/sound editing and photography.

**Denise Gendron - Comptroller**

At wedü, we can always count on Denise to keep our finances in line. Denise has been with wedü for nearly a decade, and manages the finances and oversees our security processes. Denise and her assistant will serve in a support role on the CMC account. We are proud of our ability to structure billing and reporting systems to a client's needs. Organized financial reporting, especially as it relates the complex world of media buying, is essential to ensure client satisfaction and trust.