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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

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

Kathleen A. Dunn
 Associate Commissioner

June 9, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Developmental Services to enter into a **sole source** Agreement with the Brain Injury Association of New Hampshire, 52 Pleasant Street, Concord, New Hampshire, vendor number 156086-B001, to provide services that support persons with brain injuries in the community, in an amount not to exceed \$854,919, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later through June 30, 2017. 87% General Funds and 13% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016 and 2017, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

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

Class / Object	Account Title	SFY 2016 Amount	SFY 2017 Amount	Total Amount
102-500731	Contracts for program services	\$363,013	\$363,014	\$726,027

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

Class / Object	Account Title	SFY 2014 Amount	SFY 2015 Amount	Total Amount
102-500731	Contracts for program services	\$49,446	\$49,446	\$98,892

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

Class / Object	Account Title	SFY 2014 Amount	SFY 2015 Amount	Total Amount
102-500731	Contracts for program services	\$15,000	\$15,000	\$30,000
	Grand Total	\$427,459	\$427,460	\$854,919

EXPLANATION

This request is **sole source** because the Brain Injury Association of New Hampshire is the only agency possessing the required knowledge base in acquired or traumatic brain injury that covers all of New Hampshire. In past years, the Brain Injury Association of New Hampshire was the only respondent to a request for proposals. The Brain Injury Association of New Hampshire has established

and maintained a well-known, highly regarded support network which connects individuals with brain injuries and their families with essential resources on a statewide basis. The Department wants to continue the Agreement with the Brain Injury Association of New Hampshire because they have provided excellent service in past years and they are a valuable resource to the State.

Approval of this Agreement will allow the Department to continue to provide services to persons with brain injuries. In State Fiscal Years 2016 and 2017 the number of individuals anticipated to be supported yearly are as follows: 800 individuals for information and resource services; 14 individuals for peer and family support group services; hospital outreach services for 100 newly injured individuals per year; and 100 individuals for the Resource Facilitation Program. Additionally, the Contractor will provide monthly trainings to providers, area agencies schools and other service organizations regarding brain injury, and provide two new Brain Injury Discharge Planning clinics. The Contractor will provide supports to 5 high schools for the management of sports concussions and supports for the assessment and the implementation of the current Concussion Law statewide.

Additionally, approval of this Agreement will allow the Department to continue to operate the brain and spinal cord injury registry. State of New Hampshire RSA 137-K: 5 (Chapter 249:6, Laws of 1999, HB 615) directs all facilities to provide a report to the registry regarding all brain and spinal cord injuries diagnosed or being treated. This Contractor will provide the resources to continue the registry, hospital outreach and effort towards injury prevention. The Contractor will provide Brain Injury Discharge planning clinics in three acute care rehabilitation hospitals.

Should Governor and Executive Council determine not to approve this request, the state will be out of compliance with New Hampshire Code of Administrative Rule He-M 522 in providing Brain Injury Community Support Programs as well as the State of New Hampshire Revised Statutes Annotated 137:K, which mandates the establishment of a Brain and Spinal Cord Injury Surveillance Registry. In addition, over 1,500 individuals with brain injuries and their families will not receive needed supports and services including: neuro-resource facilitation, information and referral, education, peer support, and community support funds allowing them to live a dignified and independent life within the community.

Area Served: Statewide.

Source of Funds: 87% General Funds and 13% Federal Funds from the United States Department of Health and Human Services, Maternal and Child Health Block Grant, Catalog of Federal Domestic Assistance #93.994, and Social Services Block Grant, Catalog of Federal Domestic Assistance #93.667.

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

Respectfully submitted,



Lorene Reagan MS, RN
Bureau Chief

Approved by:



Nicholas A. Toumpas
Commissioner

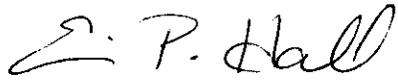
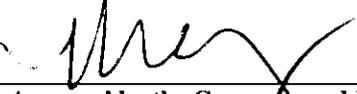
Subject: Services to Support Persons with Brain Injuries

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Brain Injury Association of New Hampshire		1.4 Contractor Address 52 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-8400	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$854,919.
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steven D. Wade, Executive Dir.	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/9/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Erin P. Hall, JP Comm Exp: Feb 22, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nicholas A. Townpas, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York On: <u>Attorney</u> <u>6/10/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: SDC
Date: 6/9/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor will continue the development and implementation of brain injury services as follows:
 - 2.1.1. Enhance and maintain the brain and spinal cord injury registry in partnership with Public Health, by collecting, researching and analyzing hospital discharge information related to Traumatic Brain Injury (TBI) and spinal cord injuries. The contractor will provide this service only in State Fiscal Year 2017.
 - 2.1.2. Issue a report on incidence and prevalence of TBI and Spinal Cord injuries in the State of New Hampshire. The Contractor will produce and distribute 500 copies of the report and have it available on their website. The contractor will provide this service only in State Fiscal Year 2017.
 - 2.1.3. Publish a paper and on-line resource directory. The Contractor will provide this service only in State Fiscal Year 2016.
 - 2.1.4. Support a statewide toll-free number for information and assistance.
 - 2.1.4.1. The Contractor will provide information and referral services to at least 800 individuals, families and/or organizations;
 - 2.1.5. Expand and maintain community resource coordination to provide outreach and information to hospitalized brain injury survivors.
 - 2.1.5.1. The Contractor will have outreach relationships with hospitals and clinics and will provide information to at least 400 individuals with brain injuries and their families;
 - 2.1.6. Increase knowledge of brain injury and support to individuals with brain injury and their families and providers through the annual Brain Injury conference and Family Caregiver conference;



- 2.1.7. Provide community outreach and training through facilitation of monthly regional brain injury training for area agencies and providers. Every other month training will be focused on basic brain injury knowledge with alternate training focusing on specialty areas, such as substance abuse;
 - 2.1.8. Facilitate, in coordination with the Department, a review and support for the acquired brain disorder eligibility process;
 - 2.1.9. Coordinate quarterly area agency brain injury coordinator meetings.
 - 2.1.10. Provide specialized reports as needed, i.e. cost data.
 - 2.1.11. Assess the implementation and effectiveness of the current Concussion Law state wide and its implementation in high schools.
- 2.2. The Contractor will increase regional access to assessment, treatment, and supports for families/caregivers and individuals who suffer from Traumatic Brain Injury as follows:
- 2.2.1. Continue the development and implementation of the Neuro-Resource Facilitation Program to aid individuals and families to identify and connect with needed and appropriate resources within the community;
 - 2.2.2. Provide services and supports to brain injured veterans and New Hampshire National Guard members returning home from wars in Iraq & Afghanistan, such as linkages to acquired brain disorder services, online resource centers, and helplines and family support.
 - 2.2.3. Continue support for 14 peer and family support groups throughout the state;
 - 2.2.4. Expand brain injury discharge planning clinics into additional acute hospitals and acute rehab hospitals;
 - 2.2.5. Maintain youth sports concussion programs in five New Hampshire high schools and maintain established programs in conjunction with the New Hampshire State Advisory Council on Sport-Related Concussion; and
 - 2.2.6. Work collaboratively with the Department to provide assistance and resources through the Brain Injury Community Support Grant Program to individuals with brain injuries and their families in order to support and improve the individual's health and personal growth, as well as participate in community and vocational activities.
 - 2.2.7. Provide coordination and support for the Brain and Spinal Cord Injury Advisory Council.
 - 2.2.8. Provide Funding for 25 brain injury survivors to attend summer camp program.

3. Staffing

- 3.1. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number.



4. Reporting

- 4.1.1. The Contractor will provide quarterly reports that support the invoicing of line item activities as defined in Exhibit B-1 Sections 1.1 and 1.2. Table of Activities.
- 4.1.2. Quarterly is defined as July through September, October through December, January through March, and April through June.
- 4.1.3. The Contractor shall submit the quarterly reports by the 15th of the month following the end of the quarter.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37 General Provisions, Price Limitation, Block 1.8, in accordance with the budgets defined in Section 4 below, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Account numbers in Block 1.6 of Form P-37 General Provisions are as follows:

05-95-93-930010-7016-102-500731
05-95-93-930010-7858-102-500731
05-95-90-902010-5190-102-500731
3. Funding for this contract is from the New Hampshire General Funds and federal funds made available from the Catalog of Federal Domestic Assistance, #93.994, Maternal and Child Health Block Grant, and Catalog of Federal Domestic Assistance, #93.667, Social Services Block Grant for the provision of services pursuant to Exhibit A, Scope of Services.
 - 3.1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor will submit an invoice by the 15th day of the month following the end of the quarter, which identifies and requests reimbursement for actual activities completed in the prior quarter. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.2. The invoice must be submitted to:

John T. Capuco, Psy.D.
Administrator, Brain Injury Services
Bureau of Developmental Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. The Contractor shall be reimbursed for actual activities provided as described in Exhibit A and according to Exhibit B-1, Table of Activities, Section 1.1 and 1.2, up to the maximum allowable price per activity.
6. The Contractor agrees that payment for the final quarter, in each State Fiscal Year, of the program shall not be made until and unless the contractor completes all activities and delivers all products outlined in Exhibit A and Exhibit B-1.
7. Payments may be withheld pending receipt of required reports as defined in Exhibit A.
8. A final payment request shall be submitted no later than sixty (60) days from the, Contract Completion Date, Block 1.7, Form P-37 General Provisions.



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9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

 10. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.



Exhibit B-1

1.1 State Fiscal Year 2016 Table of Activities	
Activity	Maximum Allowable Price per Activity
Provide Neuro-Resource Facilitation (NRF) services to any individual eligible for supports under He-M-522. Provide 24/7 on call capacity. Will support minimum 85 individuals a year	\$183,000
Provide state wide I&R services to the community Monday thru Friday from 8:30 AM -4:30 PM. Will provide a minimum of 800 contacts per year.	\$40,000
Conduct an annual Brain Injury Conference for individuals with BI, their families and professionals and an annual Family Caregiver Conference to increase capacity to support individuals with BI within the community. Will provide training to a minimum of 100 individuals per year.	\$10,000
Hospital outreach regarding brain injury – Meet with acute care hospitals on a quarterly basis and distribute 400 information packets to individuals with BI and their families	\$5,000
Provide support for 14 peer and family support groups	\$5,000
Provide services and supports to brain injured veterans and NH National Guard members returning home from wars in Iraq & Afghanistan – ABD service linkage, online resource center, helpline and family support.	\$10,000
Youth Sports Concussion initiative – Contractor will work with 5 new high schools to provide supports to increase the identification of sports concussions and the development of a policy for return to play	\$8,000
Publication of a Brain Injury Resource Directory: contractor will publish 5,000 copies and provide content on-line	\$5,000
Brain Injury Community Support Program – Contractor develop and maintain a process for and facilitate providing direct emergency financial assistance to individuals with BI/families	\$49,446
Community outreach and training: contractor will facilitate monthly regional brain injury training for area agencies and providers. Every other month training will be focused on basic brain injury knowledge with alternate training focusing on specialty areas, such as substance abuse.	\$15,000
Contractor will provide coordination and support for the Brain and Spinal Cord Injury Advisory Council.	\$5,000
Development and maintenance of three Brain Injury Discharge Planning Clinics in acute rehabilitation hospitals	\$20,000
Provide funding for 25 brain injury survivors to attend summer camp program	\$7,713
Facilitate review and provide support to the Department for the ABD eligibility process.	\$4,000
Coordinate quarterly area agency brain injury coordinator meetings.	\$4,000



Exhibit B-1

1.1 State Fiscal Year 2016 Table of Activities	
Activity	Maximum Allowable Price per Activity
Provide specialized reports as needed, i.e. cost data	\$5,000
Assess the implementation and effectiveness of the current Concussion Law state wide and its implementation in high schools.	\$13,500
Administrative (10%)	\$37,800
TOTAL	\$427,459

1.2 State Fiscal Year 2017 Table of Activities	
Activity	Maximum Allowable Price per Activity
Provide Neuro-Resource Facilitation (NRF) services to any individual eligible for supports under He-M-522. Provide 24/7 on call capacity. Will support minimum 85 individuals a year	\$183,000
I&R Services: Provide state wide I&R services to the community Monday thru Friday from 8:30 AM -4:30 PM. Will provide a minimum of 800 contacts per year.	\$40,000
Conduct an annual Brain Injury Conference for individuals with BI, their families and professionals and an annual Family Caregiver Conference to increase capacity to support individuals with BI within the community. Will provide training to a minimum of 100 individuals per year.	\$10,000
Hospital outreach regarding brain injury – Meet with acute care hospitals on a quarterly basis and distribute 400 information packets to individuals with BI and their families	\$5,000
Provide support for 14 peer and family support groups	\$5,000
Provide services and supports to brain injured veterans and NH National Guard members returning home from wars in Iraq & Afghanistan – ABD service linkage, online resource center, helpline and family support.	\$10,000
In partnership with the Public Health, the contractor will publish a paper and on-line brain injury surveillance report and distribute 500 copies.	\$5,000
Youth Sports Concussion initiative – Contractor will work with 5 new high schools to provide supports to increase the identification of sports concussions and the development of a policy for return to play	\$8,000
Brain Injury Community Support Program – Contractor develop and maintain a process for and facilitate providing direct emergency financial assistance to individuals with BI/families	\$49,446

Exhibit B-1

Contractor Initials SDU

Date 1/9/15



Exhibit B-1

1.2 State Fiscal Year 2017 Table of Activities	
Activity	Maximum Allowable Price per Activity
Community outreach and training: contractor will facilitate monthly regional brain injury training for area agencies and providers. Every other month training will be focused on basic brain injury knowledge with alternate training focusing on specialty areas, such as substance abuse.	\$15,000
Contractor will provide coordination and support for the Brain and Spinal Cord Injury Advisory Council.	\$5,000
Development and maintenance of three Brain Injury Discharge Planning Clinics in acute rehabilitation hospitals	\$20,000
Provide funding for 25 brain injury survivors to attend summer camp program	\$7,714
Facilitate review and provide support to the Department for the ABD eligibility process.	\$4,000
Coordinate quarterly area agency brain injury coordinator meetings.	\$4,000
Provide specialized reports as needed, i.e. cost data	\$5,000
Assess the implementation and effectiveness of the current Concussion Law state wide and its implementation in high schools.	\$13,500
Administrative (10%)	\$37,800
TOTAL	\$427,460



SPECIAL PROVISIONS

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

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

SDW

6/9/15



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$2,000,000.

SPW

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

52 Pleasant St, Concord NH 03301

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

Contractor Name:

6/9/2015
Date

[Signature]
Name: *Stephen D Wade*
Title: *ED*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

6/9/2015
Date


Name: Steven D Wade
Title: EO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/9/2015
Date

SDW
Name: *Steven D Wade*
Title: *EO*



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

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

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

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

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

Exhibit G

Contractor Initials

SPW

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/9/2015
Date


Name: STEVEN DWADE
Title: E.D.

Exhibit G

Contractor Initials

SDW

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/9/2015
Date


Name: Steven D. Walsh
Title: E.D.



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

SDW

6/19/12



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

SOW

Date

6/15/15



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health + Human Services
The State

Nicholas A. Tompkins
Signature of Authorized Representative

Nicholas A. Tompkins
Name of Authorized Representative

Commissioner
Title of Authorized Representative

6/9/15
Date

Brain Injury Association of NH
Name of the Contractor

Steven D. Wade
Signature of Authorized Representative

Steven D. Wade
Name of Authorized Representative

Executive Director
Title of Authorized Representative

6/9/2015
Date



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

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

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

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

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

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

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

Contractor Name:

6/4/2015
Date

[Signature]
Name: Stuart D. Walker
Title: ED.



FORM A

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

1. The DUNS number for your entity is: 1240-26498
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation 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 9th day of June A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Brain Injury Association of New Hampshire
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 5, 2015
(Date)

RESOLVED: That the Steven Wade, Executive Director
(Title of Contract Signatory)

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

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

4. Steven Wade is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laura A Flashman PhD
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

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

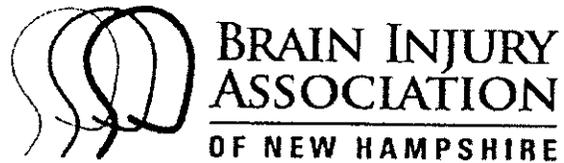
By Laura A. Flashman
(Name of Elected Officer of the Agency)

S. P. Hall
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: Feb 22, 2017

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE



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

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

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

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

BRAIN INJURY ASSOCIATION OF
NEW HAMPSHIRE AND AFFILIATES

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DECEMBER 31, 2013 AND 2012

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DAVID A. KREED

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

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidated financial statements of the Brain Injury Association of New Hampshire (a nonprofit organization) and affiliates, which comprise the statements of financial position as of December 31, 2013 and 2012, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Brain Injury Association of New Hampshire and affiliates as of December 31, 2013 and 2012, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "David A. Creed".

David A. Creed
Certified Public Accountant
July 11, 2014

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

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

See accompanying notes and independent auditor's report.

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

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

See accompanying notes and independent auditor's report.

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

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

See accompanying notes and independent auditor's report.

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

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

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Principles of Consolidation

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

Basis of Accounting

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

Financial Statement Presentation

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

Income Taxes

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

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

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

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

Cash and Cash Equivalents

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

Public Support and Revenue

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

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

Accounts Receivable

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

Property and Equipment

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

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

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment (continued)

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

Advertising Costs

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

Concentration of Credit Risk

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

Functional Allocation of Expenses

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

Disclosures and Report Modifications

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

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

NOTE B - PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

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

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

NOTE C - LOANS PAYABLE

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

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

NOTE D - BINGO ACTIVITIES

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

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

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

NOTE E - LEASE

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

NOTE F - INCOME TAXES

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

NOTE G - FAIR VALUE MEASUREMENTS

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

NOTE H - TAX SHELTERED ANNUITY

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

2014-2015 OFFICERS/EXECUTIVE COMMITTEE

President:

Laura Flashman, Ph.D.
[REDACTED]
[REDACTED]

Vice-President:

Amy Messer, Esq.
[REDACTED]
[REDACTED]

Treasurer:

David Jenkins
[REDACTED]
[REDACTED]

Secretary:

Freddi Gale
[REDACTED]
[REDACTED]

At Large:

Scott Dow, CBIS, CE, Reg. Dir.
[REDACTED]
[REDACTED]

Robin Kenney, EdD
[REDACTED]
[REDACTED]

Family Council Representative:

Jeannine Leclerc
[REDACTED]
[REDACTED]

Diane Schreck
[REDACTED]
[REDACTED]

Survivor Council Representative:

Paul Van Blarigan
[REDACTED]
[REDACTED]

Professional/Provider Council Representative:

Jeremiah Donovan, MBA, CBIS
[REDACTED]
[REDACTED]

Executive Director:

Steven D. Wade
[REDACTED]
[REDACTED]

Immediate Past President:

Brant Elkind, MS, CBIST
[REDACTED]
[REDACTED]

2014-2105 BOARD OF DIRECTORS

Term Ending 2015

Courtney Barlotta (student rep)

[REDACTED]

Derrick Beaudin (student rep)

[REDACTED]

Donna Beaudin

[REDACTED]

Rocco A. Chiappini, M.D.

[REDACTED]

Rosalie Johnson

[REDACTED]

Elizabeth Kenney

[REDACTED]

Michael Palmieri, President/CEO

[REDACTED]

Garry Sherry

[REDACTED]

Joe Viana

[REDACTED]

Term Ending 2016

Catherine Costanzo, Esq.

[REDACTED]

Laura Decoster, ATC

[REDACTED]

David Eby, Esq.

[REDACTED]

Philip Girard

[REDACTED]

Ellen Keith, MSW

[REDACTED]

Term Ending 2017

Gina England, MA CC-SLP

[REDACTED]

David F. Bauer

[REDACTED]

Jeff Hiatt

[REDACTED]

Lisa Martel, LCSW

[REDACTED]

Jon Lanteigne

[REDACTED]

William Storo, M.D.

[REDACTED]

Ex officio members

John Capuco

[REDACTED]

John Richards

[REDACTED]

Newton Kershaw, Jr.

[REDACTED]

For Ellen's personal files
Ela

Ellen M. Edgerly

23 Isch...
Hamp... 03301

Professional Profile

Name: Ellen M. Edgerly

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

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

Date of Employment: November 1998 to present

Education

Diploma Spaulding High School Rochester, NH
1972-1976

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

Professional Experience

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

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

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

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

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

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

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

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

-August 2010 Air Show, Children's Event Coordinator

-August 2011 Air Show, Children's Event Coordinator

-June 2012 Air Show, Children's Event Coordinator

-Present Experience/ Responsibilities

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

LORI HAMEL SANDEFUR



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

(October 2010 to Present)

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

(March 1998 to October 2010)

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

THINKFIRST National Injury Prevention Foundation

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

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

COMMUNITY SERVICES COUNCIL OF NEW HAMPSHIRE, Concord, NH

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

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

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

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

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

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

NEW MEDICO NEUROLOGICAL REHABILITATION SYSTEM
Lynn, MA. (April 1990 to January 1992)

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

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

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

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

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

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

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

Maureen Long

PROFESSIONAL EXPERIENCE

Independent Telephone Case Manager May 2002 to July 2002

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

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

Bunch & Associates, Inc. June 2001 to April 2002

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

West Penn Hospital July 1980-January 1996
Pittsburgh, Pennsylvania

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

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

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

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

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

Assisted Unit Manager with the described duties below.

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

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

Certified in Critical Care Obstetrics. Cared for and assisted

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

Acting Unit Manager

April 1991-July 1991

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

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

Monitored unit specific as well as general hospital QA.

Staff Nurse-Obstetrics

July 1980-December 1990

December 1991-July 1992

June 1995-January 1996

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

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

EDUCATION

St. Francis Medical Center

Pittsburgh, Pennsylvania

Diploma in Nursing, 1980.

Graduated in upper one-fifth of class.

La Roche College

Pittsburgh, Pennsylvania

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

Inducted into Sigma Theta Tau, April 1992.

PROFESSIONAL QUALIFICATIONS

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

PROFESSIONAL ORGANIZATIONS

- Sigma Theta Tau

STEVEN D. WADE

Background Summary

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

Employment History

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

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

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

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

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

Related Skills/Experience

FUND-RAISING AND DEVELOPMENT

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

SPECIAL EVENT FUND-RAISING

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

COMMUNITY ORGANIZING AND TEAM BUILDING

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

PUBLIC RELATIONS AND COMMUNICATIONS

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

Education

Master of Business Administration, September, 1983
Babson College, Wellesley, MA
Two years of full-time study in Organizational Development

Certificate of Organization Management, August, 1980
University of Georgia, Institutes for Organization Management

Bachelor of Arts, May, 1976
University of New Hampshire, Durham, NH
Major in Political Science, with emphasis on state politics

Activities

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

Contractor Name: Brain Injury Association of NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Steven Wade	Executive Director	*94,300	0	0
Erin Hall	Director Program + Services	86,000	60.	#51,600

* Base