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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shibinette
Commissioner

Deborah D. Scheetz
Director

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

June 2, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing contract with the Brain Injury Association of New Hampshire (VC#156086-B001), Concord, New Hampshire to continue providing services to support persons with acquired brain injuries and their families, by exercising a contract renewal option by increasing the price limitation by \$812,770 from \$1,726,168 to \$2,538,938 and extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021, or upon Governor and Council approval, whichever is later. 2% Federal Funds. 98% General Funds.

The original contract was approved by Governor and Council on June 21, 2017, item #13 and most recently amended with Governor and Council approval on June 5, 2019, item #34.

Funds are available in the following accounts and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue providing statewide services to individuals with acquired brain injuries, including their families. The Contractor 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 anticipated number of individuals supported through this Agreement between July 1, 2021 and June 30, 2023 are as follows:

- Information and referral services for 1,600 individuals.
- 14 Peer and family support groups for 280 individuals.
- Hospital outreach for 200 newly injured individuals.
- Neuro-Resource Facilitation for 200 individuals.

The Contractor provides neuro-resource facilitation, information and referral services; peer and family support groups; services and referral for people with co-occurring substance use disorder and brain injury; services and supports to brain injured veterans and New Hampshire

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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National Guard members; publication of a resource directory; implementation of monthly brain injury trainings; hospital outreach and development of hospital discharge planning clinics; and statewide training and resource development.

The Contractor will develop and implement ThinkFirst program and policies based on the ThinkFirst Injury Prevention Program through the National Injury Prevention Foundation. Staff from the Northeast Rehabilitation Hospital Network, trained in the ThinkFirst Prevention Program, as well as brain and spinal cord injury survivors, will conduct a minimum of nine (9) presentations in New Hampshire middle and high schools, to speak students about spinal cord and brain injury prevention. The ThinkFirst Program emphasizes helmet and seatbelt safety, fall and concussion prevention. The Foundation's motto is "Use your brain to protect your body". ThinkFirst's focus is on middle and high school and occasionally college students with age appropriate activities to increase decision-making, confident self-image and conflict resolution. The major educational portion is presented in large assembly and classroom formats.

This Agreement also allows the Department to continue operating the Brain and Spinal Cord Injury Surveillance Registry. State of New Hampshire Revised Statutes Annotated 137-K:5 directs all facilities to provide a report to the registry regarding all brain and spinal cord injuries diagnosed or being treated. The Contractor will provide the resources to publish the Brain and Spinal cord Injury Report, hospital outreach and injury prevention.

The Department will monitor the effectiveness of contracted services through the submission of quarterly reports, detailing the following:

- Number of individuals supported through the Neuro-Resource facilitation and percent of survey responses received as good to excellent; 90% or better.
- Number of contacts for information and referral services and the percent of surveys returned stating that they found the information helpful and that they would contact the Brain Injury Association of New Hampshire again for information; 90% or better.
- Number of hospital outreach contacts made.
- Number of trainings provided and rated as good or excellent; 90% or better.
- Production of a Brain Injury Resource Directory, internet publication and distribution of a minimum of 5,000 copies.
- Number of grants awarded to individuals through the Brain Injury Community Support Program.
- Number of individuals provided transition services at acute rehabilitation hospitals.

As referenced in Exhibit C-1, Revisions to General Provisions, of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the remaining two (2) of the initial four (4) years available.

Should the Governor and Council not authorize this request, over 1,500 individuals with brain injuries and their families may not receive needed supports and services, including neuro-resource facilitation; information and referral; education; and peer, family, and community support funds which allow them to live a dignified and independent life within the community. In addition, the State may be out of compliance with New Hampshire Administrative Rule He-M 522 in providing Brain Injury Community Support Programs and the State of New Hampshire Revised

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Statutes Annotated 137:K, which mandates the establishment of a Brain and Spinal cord Injury and Surveillance Registry.

Area served: Statewide

Source of Funds: 2% Title V Maternal Child Health Block Grant, CFDA #93.994; Federal Award Identification Number (FAIN) B0440148 and 98% General Funds.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Shibinette". The signature is written in a cursive, flowing style.

Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	93007016	\$363,014	\$0	\$363,014
2019	102-500731	Contracts for Prog Svc	93007016	\$363,013	\$0	\$363,013
2020	102-500731	Contracts for Prog Svc	93007016	\$363,014	\$0	\$363,014
2021	102-500731	Contracts for Prog Svc	93007016	\$363,014	\$0	\$363,014
2022	102-500731	Contracts for Prog Svc	93007016	\$0	\$375,650	\$375,650
2023	102-500731	Contracts for Prog Svc	93007016	\$0	\$375,650	\$375,650
			Subtotal	\$1,452,055	\$751,300	\$2,203,355

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	93007858	\$35,000	\$0	\$35,000
2019	102-500731	Contracts for Prog Svc	93007858	\$37,500	\$0	\$37,500
			Subtotal	\$72,500	\$0	\$72,500

**05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DLTSS-DEVELOPMENTAL SVCS,
DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	93007013	\$0	\$0	\$0
2019	102-500731	Contracts for Prog Svc	93007013	\$0	\$0	\$0
2020	102-500731	Contracts for Prog Svc	93007013	\$28,977	\$0	\$28,977
2021	102-500731	Contracts for Prog Svc	93007013	\$12,636	\$0	\$12,636
2022	102-500731	Contracts for Prog Svc	93007013	\$0	\$20,735	\$20,735
2023	102-500731	Contracts for Prog Svc	93007013	\$0	\$20,735	\$20,735
			Subtotal	\$41,613	\$41,470	\$83,083

**05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: ELDERLY & ADULT SVCS, MONEY
FOLLOWS THE PERSON**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	48130475	\$0	\$0	\$0
2019	102-500731	Contracts for Prog Svc	48130475	\$0	\$0	\$0
2020	102-500731	Contracts for Prog Svc	48130475	\$75,000	\$0	\$75,000
2021	102-500731	Contracts for Prog Svc	48130475	\$25,000	\$0	\$25,000
			Subtotal	\$100,000	\$0	\$100,000

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svc	90004009	\$15,000	\$0	\$15,000
2019	102-500731	Contracts for Prog Svc	90004009	\$15,000	\$0	\$15,000
2020	102-500731	Contracts for Prog Svc	90004009	\$15,000	\$0	\$15,000
2021	102-500731	Contracts for Prog Svc	90004009	\$15,000	\$0	\$15,000
2022	074-500585	Grants for Pub Asst and Relief	90004009	\$0	\$10,000	\$10,000
2023	074-500585	Grants for Pub Asst and Relief	90004009	\$0	\$10,000	\$10,000
			Subtotal	\$60,000	\$20,000	\$80,000
			Total	\$1,726,168	\$812,770	\$2,538,938

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Services to Support Persons with Acquired Brain Injuries and their Families contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the Brain Injury Association of New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #13), as amended on June 5, 2019, (Item #34), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,538,938
3. Modify Exhibit A – Amendment #1, Scope of Services by modifying Section 2., Subsection 2.1.3 to read:
 - 2.1.3. Provide Neuro-Resource Facilitation services to a minimum of 85 individuals, annually, with acquired brain injuries to identify and connect the individuals to appropriate resources within the community.
4. Modify Exhibit A – Amendment #1, Scope of Services by modifying Section 2., Subsection 2.12., to read:
 - 2.12. The Contractor shall, in collaboration with the Division of Public Health Services (DPHS) and the Bureau of Developmental Services (BDS):
 - 2.12.1. Develop a "Think First" policy based on the national Think First Injury Prevention Program.
 - 2.12.2. Identify a minimum of 12 new schools and/or organizations as ThinkFirst training sites.
 - 2.12.3 Conduct a minimum of six (6) presentations in training sites that have never hosted a presentation in the past.
 - 2.12.4 Conduct a minimum of three (3) presentations in training sites that have hosted presentations in the past.
 - 2.12.5 Ensure a minimum of 175 student and/or individuals participate during the total of nine (9) presentations.
5. Modify Exhibit A – Amendment #1, Section 3, Reporting, Subsection 3.1 to read:
 - 3.1. The Contractor shall submit quarterly reports to the Department on all contract deliverables in accordance with Exhibit B-1 SFY 2018 Table of Activities, Exhibit B-2 – SFY 2019 Table of Activities, Exhibit B-3 – Amendment #1 SFY 2020 Deliverables and Costs, Exhibit B-4 – Amendment #1 SFY 2021 Deliverables and Costs, **Exhibit B-**

5. Amendment #2, SFY 2022 Deliverables and Costs and Exhibit-B-6, Amendment #2, SFY 2023 Deliverables and Costs, no later than the 15th day of the month following the end of each quarter.

6. Modify Exhibit B – Amendment #1, Method and Conditions Precedent to Payment, by replacing it in its entirety with Exhibit B, Amendment #2 Payment Terms, which is attached hereto and incorporated by reference herein.
7. Add Exhibit B-5 – Amendment #2, SFY 2022 Deliverables and Costs, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-6 – Amendment #2, SFY 2023 Deliverables and Costs, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021, subject to Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/15/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Division of Long Term Supports and Services

Brain Injury Association of New Hampshire

6/15/2021

Date

DocuSigned by:

Steven D. Wade

Name: Steven D. Wade

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021

Date

DocuSigned by:



D5CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and Their Families
EXHIBIT B – Amendment #2**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 2%, Title V Maternal Child Health Block Grant, as awarded on October 26, 2020, by the Health Resources and Services Administration, CFDA 93.994, FAIN B0440148
 - 1.2. 98% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a SUBRECIPIENT, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-1, SFY 2018 Deliverables and Costs through Exhibit B-6, Amendment #2, SFY 2023 Deliverables and Costs.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following quarter, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. The Contractor agrees that payment for the final quarter in each State Fiscal Year of the contract shall not be made unless and until the Contractor completes all activities and delivers all products outlined in Exhibit A - Amendment #1 Scope of Services and Exhibit B-1 through Exhibit B-6, Amendment #2, SFY 2023 Deliverables and Costs.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DHHS.BDSINVOICES@dhhs.nh.gov, or invoices may be mailed to:

BDS Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

Shantell
SW
6/6/21

**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and Their Families
EXHIBIT B – Amendment #2**

9. The Contractor must provide the services in Exhibit A, Amendment #1, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A, Amendment #1, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless

**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and Their Families
EXHIBIT B – Amendment #2**

of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 13.5. 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.

Stacy
SDW

6/16/21



**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and Their Families**

Exhibit B-5 – Amendment #2, SFY 2022 Deliverables and Costs

SFY 2022 Deliverables and Costs

SFY 2022 Deliverables	Maximum Allowable Cost per Deliverable
1. Neuro-Resource Facilitation Services	\$195,242.00
2. Statewide Information & Referral Services	\$45,000.00
3. Annual one (1) day Brain Injury Conference	\$17,250.00
4. Support for Peer and Family Support Groups	\$5,000.00
5. Services and Supports to Veterans and NH National Guard members with brain injuries	\$10,000.00
6. Brain Injury Community Support Program	\$35,000.00
7. Community Outreach and Training	\$24,000.00
8. Coordination and Support for the Brain and Spinal Cord Injury Advisory Council	\$5,000.00
9. Development and Maintenance of three (3) Brain Injury Discharge Clinics	\$20,000.00
10. Maintain multi-system work group and initiatives as developed in SFY 2020.	\$4,394.00
11. In collaboration with the Division of Public Health Services and the Bureau of Developmental Services: 11.1. Development of a "ThinkFirst" policy. ThinkFirst, www.thinkfirst.org is a national injury prevention program. 11.2. Twelve (12) new schools/organizations will be identified as possible ThinkFirst training sites. 11.3. Six (6) presentations will be held within these new identified locations. 11.4. Three (3) presentations will be held at schools/organizations who have had presentations in the past. 11.5. A total of 175 students/individuals will participate during a total of nine (9) presentations.	\$9,500.00
<i>Administrative Cost from BDS - ABD</i>	\$34,764.00
<i>Administrative Cost from BDS - Family Support</i>	\$735.00
<i>Administrative Cost from Public Health</i>	\$500.00
Total Indirect Cost (10%)	\$35,999.00
TOTAL	\$406,385.00

DS
SDW



**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and Their Families**

Exhibit B-6 – Amendment #2, SFY 2023 Deliverables and Costs

SFY 2023 Deliverables and Costs

SFY 2023 Deliverables	Maximum Allowable Cost per Deliverable
1. Neuro-Resource Facilitation Services	\$195,242.00
2. Statewide Information & Referral Services	\$45,000.00
3. Annual one (1) day Brain Injury Conference	\$17,250.00
4. Support for Peer and Family Support Groups	\$5,000.00
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<i>Administrative Cost from BDS - ABD</i>	\$34,764.00
<i>Administrative Cost from BDS - Family Support</i>	\$735.00
<i>Administrative Cost from Public Health</i>	\$500.00
Total indirect Cost (10%)	\$35,999.00
TOTAL	\$406,385.00

State of New Hampshire

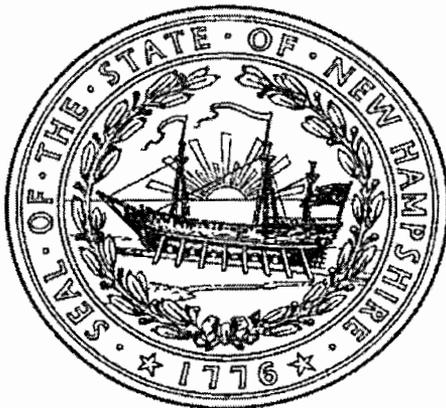
Department of State

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 registered to transact business in New Hampshire on September 15, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **45571**

Certificate Number: **0005377418**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Robin Kenney, Ed D, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

- I am a duly elected Clerk of Brain Injury Association of NH
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 6/10/2021:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

core brain injury services / supports services.

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

is hereby authorized on behalf of this Corporation 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 10th day of June, 2021.
(Date Contract Signed)

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

of the Corporation.

[Signature]
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 10 day of June, 2021.

By Robin Kenney, Ed D.
(Name of Clerk of the Corporation)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

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, 2019 AND 2018

**BRAIN INJURY ASSOCIATION OF
NEW HAMPSHIRE AND AFFILIATES**

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YEARS ENDED DECEMBER 31, 2019 AND 2018

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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
dkreecdcpa@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 consolidated statements of financial position as of December 31, 2019 and 2018, 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 of 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, 2019 and 2018, 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
August 11, 2020

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2019 AND 2018

ASSETS	<u>2019</u>	<u>2018</u>
Cash and Cash Equivalents	\$ 1,116,064	\$ 1,429,867
Funds Held for Other Entities	25,794	32,294
Grants and Contracts Receivable	542,563	320,994
Prepaid Expenses	500	2,205
Property and Equipment, Net	<u>436,786</u>	<u>448,252</u>
Total Assets	\$ <u>2,121,707</u>	\$ <u>2,233,612</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts Payable	\$ 44,437	\$ 72,653
Funds Managed for Other Entities	25,794	32,294
Bingo Carryover Prizes	42,260	32,138
Loans Payable	<u>187,312</u>	<u>\$ 280,470</u>
Total Liabilities	<u>299,803</u>	<u>417,555</u>
NET ASSETS		
Net Assets Without Donor Restrictions	<u>1,821,904</u>	<u>1,816,057</u>
Total Net Assets	<u>1,821,904</u>	<u>1,816,057</u>
Total Liabilities and Net Assets	\$ <u>2,121,707</u>	\$ <u>2,233,612</u>

See Accompanying Notes And Independent Auditor's Report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31, 2019 AND 2018

NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>2019</u>	<u>2018</u>
REVENUE AND SUPPORT		
Program Services Income	\$ 1,809,500	\$ 1,671,115
Grants	86,987	113,403
Contributions	15,057	19,681
Fund Raising	120,869	109,266
Memberships/Sponsorships	8,569	7,204
Registration Fees	41,093	39,190
Other Revenue	38,183	36,335
Interest Income	6,183	5,160
Special Events - Bingo	<u>2,846,453</u>	<u>2,829,824</u>
Total Revenue and Support	4,972,894	4,831,178
EXPENSES		
Program Services	1,922,604	1,677,754
Management and General	326,009	280,807
Fund Raising	45,920	45,605
Special Events - Bingo	<u>2,672,514</u>	<u>2,615,581</u>
Total Expenses	<u>4,967,047</u>	<u>4,619,747</u>
Change in Net Assets Without Donor Restrictions	5,847	211,431
Net Assets Without Donor Restrictions at Beginning of Year	<u>1,816,057</u>	<u>1,604,626</u>
Net Assets Without Donor Restrictions at End of Year	<u>\$ 1,821,904</u>	<u>\$ 1,816,057</u>

See Accompanying Notes And Independent Auditor's Report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2019

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2019</u>
Salaries and Wages	\$ 1,164,035	\$ 194,232	\$ 726	\$ 1,358,993
Employee Benefits	166,242	27,740	0	193,982
Payroll Taxes	91,332	15,240	56	106,628
Rent Expense	730	183	5,667	6,580
Utilities	7,351	1,838	0	9,189
Repairs and Maintenance	17,000	4,250	300	21,550
Travel Expense	53,733	7,676	0	61,409
Telephone	17,709	4,427	0	22,136
Office Expense and Postage	34,846	8,711	816	44,373
Printing and Design	35,040	5,006	3,845	43,891
Conferences and Training	47,884	5,320	2,673	55,877
Dues and Subscriptions	19,200	2,133	0	21,333
Insurance	13,456	1,923	0	15,379
Professional Fees	79,068	11,295	0	90,363
Marketing and Advertising	5,783	0	72	5,855
Special Events	0	0	3,346	3,346
Donations	0	18,215	1,000	19,215
Contract Services	155,235	0	27,219	182,454
Service Fees	0	7,339	200	7,539
Interest Expense	0	6,991	0	6,991
	<u>1,908,644</u>	<u>322,519</u>	<u>45,920</u>	<u>2,277,083</u>
Total Before Depreciation				
Depreciation	<u>13,960</u>	<u>3,490</u>	<u>0</u>	<u>17,450</u>
	<u>\$ 1,922,604</u>	<u>\$ 326,009</u>	<u>\$ 45,920</u>	<u>\$ 2,294,533</u>
Total Functional Expenses				

See Accompanying Notes And Independent Auditor's Report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2018

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2018</u>
Salaries and Wages	\$ 1,003,417	\$ 167,431	\$ 840	\$ 1,171,688
Employee Benefits	143,163	23,888	0	167,051
Payroll Taxes	81,500	13,599	65	95,164
Rent Expense	2,727	682	6,865	10,274
Utilities	6,789	1,697	0	8,486
Repairs and Maintenance	28,024	7,006	295	35,325
Travel Expense	45,191	6,456	336	51,983
Telephone	16,911	4,228	0	21,139
Office Expense and Postage	27,419	6,855	1,198	35,472
Printing and Design	18,711	2,673	2,540	23,924
Conferences and Training	44,607	4,957	3,261	52,825
Dues and Subscriptions	30,204	3,356	250	33,810
Insurance	8,501	1,214	0	9,715
Professional Fees	45,773	6,539	0	52,312
Marketing and Advertising	5,109	0	340	5,449
Special Events	0	0	3,293	3,293
Donations	0	12,359	0	12,359
Contract Services	155,748	0	26,369	182,117
Service Fees	0	5,488	(47)	5,441
Interest Expense	0	8,889	0	8,889
	<u>1,663,794</u>	<u>277,317</u>	<u>45,605</u>	<u>1,986,716</u>
Total Before Depreciation				
Depreciation	<u>13,960</u>	<u>3,490</u>	<u>0</u>	<u>17,450</u>
Total Functional Expenses	<u>\$ 1,677,754</u>	<u>\$ 280,807</u>	<u>\$ 45,605</u>	<u>\$ 2,004,166</u>

See Accompanying Notes And Independent Auditor's Report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2019 AND 2018**

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2019</u>	<u>2018</u>
Change in Net Assets	\$ 5,847	\$ 211,431
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	17,450	17,450
(Increase) Decrease in:		
Grants and Accounts Receivable	(221,569)	(65,443)
Other Receivables	0	11,218
Prepaid Expenses	1,705	4,734
Increase (Decrease) in:		
Accounts Payable	(28,216)	31,276
Funds Managed for Other Entities	(6,500)	7,666
Accrued Expenses	0	(2,917)
Bingo Carryover Prizes	<u>10,122</u>	<u>27,869</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(221,161)</u>	<u>243,284</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(5,984)</u>	<u>(7,208)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(5,984)</u>	<u>(7,208)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds	180,000	0
Loan Repayments	<u>(273,158)</u>	<u>(16,751)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(93,158)</u>	<u>(16,751)</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(320,303)	219,325
BEGINNING CASH AND CASH EQUIVALENTS	<u>1,462,161</u>	<u>1,242,836</u>
ENDING CASH AND CASH EQUIVALENTS	<u>\$ 1,141,858</u>	<u>\$ 1,462,161</u>
SUPPLEMENTAL DISCLOSURES		
Interest Paid	\$ 6,991	\$ 8,889

See Accompanying Notes And Independent Auditor's Report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018**

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 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 its fund raising activities and also shares 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 accounting principles generally accepted in the United States of America.

Basis of Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) “Audit and Accounting Guide for Not-for-Profit Organizations” (the “Guide”). ASC 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization’s board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018**

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Brain Injury Association of New Hampshire and the New Hampshire Wings of Hope Foundation are exempt from Federal income taxes under Section 501 (c) (3) of the Internal Revenue Code, and classified by the Internal Revenue Service as other than a private foundation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement 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.

Concentration of Credit Risk

The Organization currently maintains several cash accounts at three area financial institutions. The accounts held at these financial institutions are insured by either the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) up to \$ 250,000 per depositor. As of December 31, 2019 and 2018, there were uninsured cash balances of \$ 415,293 and \$ 748,170 respectively.

Property and Equipment

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

Advertising Costs

The Organization generally expenses advertising costs as they are incurred. Marketing and advertising expense in total was \$ 5,855 and \$ 5,449 for the years ended December 31, 2019 and 2018 respectively.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018**

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and Support

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 net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributed Services

No amounts have been reflected in the financial statements for donated services. The Organization generally pays for services requiring specific expertise. Many individuals volunteer their time, assisting with administration and other specific projects, but these services did not meet the criteria for recognition as contributed services.

Grants and Contracts 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 offset against the corresponding revenue account.

New Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Presentation of Financial Statements of Not-for-Profit Entities, with the stated purpose of improving financial reporting by not-for-profit entities. The update includes the reduction of net asset classes from three to two, the presentation of expenses in both natural and functional classifications, and the expanded disclosure of liquidity and availability of resources to meet cash needs for general expenditures within one year. ASU 2016-14 has been applied retrospectively to all periods presented.

NOTE B – FAIR VALUE MEASUREMENTS

The Organization estimates that the fair value of all financial instruments at December 31, 2019 and 2018, 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 Organization, using available market information and appropriate valuation methodologies.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE C – 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 D – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

The following is a summary of property and equipment at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land	\$ 41,857	\$ 41,857
Building and Improvements	444,685	438,701
Equipment	76,992	76,992
Furniture and Fixtures	<u>15,905</u>	<u>15,905</u>
Total Property and Equipment	579,439	573,455
Less: Accumulated Depreciation	<u>(142,653)</u>	<u>(125,203)</u>
Net Property and Equipment	\$ <u>436,786</u>	\$ <u>448,252</u>

NOTE E – TAX SHELTERED ANNUITY

The Organization maintains a tax deferred annuity plan under Internal Revenue Code Section 403(b). Eligible employees are allowed to contribute to this plan. The Organization contributed \$ 79,015 and \$ 67,780 to the plan for the years ended December 31, 2019 and 2018 respectively.

NOTE F – PERSONNEL

The Executive Director has an employment contract with the Organization and its board of directors. Additionally, it is duly noted that the Executive Director has accumulated a balance of 194.7 days of paid time off (unused sick and vacation time), as of December 31, 2019, earned from the period of September 30, 1992 through December 31, 2001. The Organization has not determined nor accrued an amount for the cumulative paid time off earned by the Executive Director and other eligible employees.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018**

NOTE G – NOTES PAYABLE

The Organization executed a mortgage note with a bank, dated November 7, 2014, in the principal amount of \$ 320,000, with a twenty year term scheduled for maturity on November 7, 2034, with initial monthly payments for principal and interest of \$ 1,790.65, at an initial interest rate of 3.0992%, and is collateralized by certain real estate located at 52 Pleasant Street in Concord, New Hampshire. The interest expense for the years ended December 31, 2019 and 2018 was \$ 6,837 and \$ 8,670 respectively. The outstanding principal balances as of December 31, 2019 and 2018 were \$ -0- and \$ 269,160 respectively. In October 2019, the Organization paid off the outstanding principal balance of the note and subsequently received the discharge of the mortgage from the bank.

The Organization executed a promissory note with the New Hampshire Health and Education Facilities Authority (NHHEFA), dated December 30, 2019, in the principal amount of \$ 180,000, with a five year term scheduled for maturity on January 5, 2025, with fifty-nine consecutive monthly payments of \$ 3,076.87 for principal and interest, commencing on February 5, 2020, and one final payment of \$ 3,110.98 at maturity, at an annual interest rate of 1.00%, and is collateralized by certain real estate located at 52 Pleasant Street in Concord, New Hampshire. The outstanding principal balance as of December 31, 2019 was \$ 180,000.

The Organization entered into an equipment lease agreement with a finance company in November 2016 for a Sharp copier. The term of the lease is for sixty months, with a monthly lease payment of \$ 346.00, and an imputed interest rate of approximately 1.60%. The interest expense for the years ended December 31, 2019 and 2018 was \$ 154 and \$ 219 respectively. The outstanding principal balances as of December 31, 2019 and 2018 were \$ 7,312 and \$ 11,310 respectively.

The following is a schedule of future maturities on long-term debt:

Years ending December 31,		
	2020	\$ 36,400
	2021	38,864
	2022	35,971
	2023	36,330
	2024	36,694
	after 2024	<u>3,053</u>
	Total	\$ <u>187,312</u>

NOTE H - COVID-19 GOING CONCERN

On March 11, 2020, the World Health Organization (WHO) declared the outbreak of the novel coronavirus (COVID-19) a global pandemic. As a result, uncertainties have arisen which are likely to negatively impact net income (increase in net assets). Other financial impacts could occur, though such financial impacts are unknown at this time.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE I – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

	<u>2019</u>	<u>2018</u>
Cash and Cash Equivalents	\$ 1,116,064	\$ 1,429,867
Grants and Other Receivables	<u>542,563</u>	<u>320,994</u>
Total Financial Assets at Year-End	1,658,627	1,750,861
Less: Assets Unavailable for General Expenditure within One Year		
Current Liabilities	<u>(123,097)</u>	<u>(122,198)</u>
Total Financial Assets Available to Meet Cash Needs for General Expenditure within One Year	\$ <u>1,535,530</u>	\$ <u>1,628,663</u>

NOTE J – FISCAL STEWARDSHIP

The Brain Injury Association of New Hampshire has assumed fiscal stewardship for the annual Caregivers Conference presented by the Coalition for Caring, which represents several nonprofit organizations throughout New Hampshire. The Association acts as the fiscal agent for the conference, receiving and disbursing funds on their behalf. The Association has also assumed fiscal stewardship for certain clients receiving assistance from the Social Security Administration. As their fiscal representative, the Association manages these funds for the participating clients, to include deposits and bill payments.

The cash balances and corresponding liabilities as of December 31, 2019 and 2018 are \$ 25,794 and \$ 32,294 respectively and are included in the statements of financial position and cash flows.

NOTE K – BINGO ACTIVITIES

Under license from the State of New Hampshire, the Organization runs weekly bingo games as a fund raising activity. The Organization 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, 2019 through June 30, 2020. 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 \$ 3.50 per person for the first 366 persons, and \$ 2.50 per person for each additional person.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018**

NOTE K – BINGO ACTIVITIES (CONTINUED)

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

NOTE L – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through August 11, 2020, the date which the financial statements were available to be issued.

2021 BIANH Board of Directors

OFFICERS/EXECUTIVE COMMITTEE

President:

Robin Kenney, EdD

Vice-President:

Jeremiah Donovan, MBA, CBIS

Treasurer:

Michael Palmieri, President/CEO

Secretary:

Heather Rousseau

Family Council Representative:

Jeannine Leclerc

Diane Schreck

Survivor Council Representative:

Rosalie Johnson

Professional/Provider Council Representative:

Eldon Munson, Jr.

Executive Director:

Steven D. Wade

Immediate Past President:

Freddi Gale, CBIS, Executive Director

Ex Officio

Susan Tanner

BOARD MEMBERS

David Grant

Elizabeth Kenney

Schuyler Scribner

Garry Sherry

John Capuco, Psy.D.

Philip Girard

Jonathan Lichtenstein, Psy.D.,

Michael Redmond

Roderick (Erick) Sembrano, MD

Lauren Weaver

Patricia Ciarfella

Gina England, MA, CC-SLP

Jennifer Field

Jay Hamel

Jonathan Routhier

Lorene Reagan

John Richards, MSW

Paul Van Blarigan

STEVEN D. WADE

Background Summary

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

Employment History

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

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

BRAIN INJURY NATIONAL LEADERSHIP

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

FUND-RAISING AND DEVELOPMENT

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

SPECIAL EVENT FUND-RAISING

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

COMMUNITY ORGANIZING AND TEAM BUILDING

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

PUBLIC RELATIONS AND COMMUNICATIONS

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

Steven D. Wade, page 2

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

ERIN P. HALL

PROFESSIONAL EXPERIENCE

1999 – Present

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE

Senior Director
CONCORD, NH

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

1998 - 1999

BUREAU OF DEVELOPMENTAL SERVICES

TBI PLANNING GRANT PROJECT COORDINATOR
CONCORD, NH

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

1994-1998

HEART SYSTEM, INC/COMMUNITY CROSSROADS REGION 10

SUPPORT COORDINATOR
DERRY, NH

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

AWARDS/PRESENTATIONS (cont.)

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

PROFESSIONAL AFFILIATIONS

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

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Steven wade	Executive Director	140,695	0	0
Erin Hall	Senior Director	103,100	20%	20,620



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

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

May 6, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to exercise a renewal option and amend an existing contract with the Brain Injury Association of New Hampshire (Vendor #156086-B001), 52 Pleasant Street, Concord, New Hampshire 03301, to continue providing services to support persons with acquired brain injuries and their families, by increasing the price limitation by \$897,641 from \$828,527 to \$1,726,168 and by extending the completion date from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 14% Federal Funds, 86% General Funds.

This agreement was approved originally by the Governor and Executive Council on June 21, 2017 (item #13).

Funds are anticipated to be available in the following accounts for State Fiscal Year (SFY) 2020 and SFY 2021, 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.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2018	102-500731	Contracts for Prog Services	93007016	\$363,014	\$0	\$363,014
2019	102-500731	Contracts for Prog Services	93007016	\$363,013	\$0	\$363,013
2020	102-500731	Contracts for Prog Services	93007016	\$0	\$363,014	\$363,014
2021	102-500731	Contracts for Prog Services	93007016	\$0	\$363,014	\$363,014
			<i>Subtotals:</i>	\$726,027	\$726,028	\$1,452,055

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

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Revised Modified Budget Amount
2018	102-500731	Contracts for Prog Services	93007858	\$35,000	\$0	\$35,000
2019	102-500731	Contracts for Prog Services	93007858	\$37,500	\$0	\$37,500
2020	102-500731	Contracts for Prog Services	93007858	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Services	93007858	\$0	\$0	\$0
			<i>Subtotals:</i>	\$72,500	\$0	\$72,500

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2018	102-500731	Contracts for Prog Services	93007013	\$0	\$0	\$0
2019	102-500731	Contracts for Prog Services	93007013	\$0	\$0	\$0
2020	102-500731	Contracts for Prog Services	93007013	\$0	\$28,977	\$28,977
2021	102-500731	Contracts for Prog Services	93007013	\$0	\$12,636	\$12,636
			<i>Subtotals:</i>	\$0	\$41,613	\$41,613

05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS FOR SOCIAL SVC PROG, MONEY FOLLOWS THE PERSON

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2018	102-500731	Contracts for Prog Services	TBD	\$0		\$0
2019	102-500731	Contracts for Prog Services	TBD	\$0		\$0
2020	102-500731	Contracts for Prog Services	TBD	\$0	\$75,000	\$75,000
2021	102-500731	Contracts for Prog Services	TBD	\$0	25,000	25,000
			<i>Subtotals:</i>	\$0	\$100,000	\$100,000

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

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2018	102-500731	Contracts for Prog Services	90004009	\$15,000	\$0	\$15,000
2019	102-500731	Contracts for Prog Services	90004009	\$15,000	\$0	\$15,000
2020	102-500731	Contracts for Prog Services	90004009	\$0	\$15,000	\$15,000
2021	102-500731	Contracts for Prog Services	90004009	\$0	\$15,000	\$15,000
			<i>Subtotals:</i>	\$30,000	\$30,000	\$60,000
			Totals:	\$828,527	\$897,641	\$1,726,168

EXPLANATION

The purpose of this request is for the Brain Injury Association of New Hampshire (BIANH) to continue providing statewide services to individuals with acquired brain injuries as well as their families. The Contractor 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.

Services include providing neuro-resource facilitation, information and referral services; support for peer and family support groups; services and referral for people with co-occurring substance use disorder and brain injury, services and supports to brain injured veterans and New Hampshire National Guard members returning home from combat in Iraq and Afghanistan; publication of a resource directory; implementation of monthly brain injury trainings; hospital outreach and development of hospital discharge planning clinics; statewide training and resource development.

The number of individuals anticipated to be supported between July 1, 2019 and June 30, 2021 are as follows:

- Sixteen hundred (1,600) individuals for information and referral services.
- Two hundred eighty (280) individuals through fourteen (14) peer and family support groups, hospital outreach services for two hundred (200) newly injured individuals.

- Two hundred (200) individuals supported through the Neuro-Resource Facilitation Program.

Additionally, the Contractor will provide monthly trainings to providers, area agencies, schools and other service organizations regarding brain injury and provide discharge/transition services to newly injured individuals through six (6) discharge clinics located at acute rehabilitation hospitals. The Contractor will provide supports to five (5) high schools each year of the contract period for the management of sports concussions and the development and implementation of a "Return to Learn" policy for recommendation for adoption by local schools in the state.

This agreement will allow the Department to continue operating the Brain and Spinal Cord Injury Surveillance 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. The Contractor will provide the resources to continue to publish the Brain and Spinal Cord Injury Report, hospital outreach and injury prevention.

As referenced in the Request for Applications (RFA) and in Exhibit C-1, Revisions to General Provisions of the original contract, the Department reserved the right to extend the agreement for up to four (4) additional year(s) contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council. Through this request, the Department is exercising a renewal option to extend services by two (2) years, with two (2) years of renewal remaining.

The Contractor successfully fulfilled and achieved the following performance measures included in the original contract.

- Number of individuals supported through Neuro-Resource Facilitation (85 individuals) and percent of survey responses received as good to excellent (90% or better)
- Number of contacts for information and referral services (800 contacts) and the percent of surveys returned stating that they found the information helpful and that they would contact the BIANH again for information (90% or better)
- Number of outreach hospital contacts made
- Number of trainings provided (12 trainings) and rated as good or excellent (90%)
- Production of a Brain Injury Resource Directory, internet publication and distribution of 5,000 copies
- Number of grants awarded to individuals through the Brain Injury Community Support Program
- Number of individuals provided transition services at acute rehabilitation hospitals

The same performance measures will be used to measure the effectiveness of the amendment.

Should the Governor and Executive Council not approve this request, the State may be out of compliance with New Hampshire Codes 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 and Surveillance Registry. In addition, over fifteen hundred (1,500) individuals with brain injuries and their families might 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

Source of Funds: 14% Federal Funds from Social Services Block Grant, CFDA #93.667; Money Follows the Person Grant, CFDA #93.791; MCH Block Grant, CFDA #93.958; Federal Award Identification Number (FAIN) B09SM010035-19 and 86% General Funds.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this Contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Services to Support Persons with Acquired Brain Injuries
and their Families Contract

This 1st Amendment to the Services to Support Persons with Acquired Brain Injuries and their Families contract (hereinafter referred to as "Amendment #1") dated this 15th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Brain Injury Association of New Hampshire, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 52 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37 General Provisions, Paragraph 18; and Exhibit C-1 Revisions to General Provisions, Paragraph 3; the State may modify the scope of work, the payment schedule of the contract and renew contract services upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation and modify the scope of services; to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,726,168.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A - Amendment #1.
6. Delete Exhibit B, Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B – Amendment #1.
7. Add Exhibit B-3 – Amendment #1, SFY 2020 Deliverables and Costs.
8. Add Exhibit B-4 – Amendment #1, SFY 2021 Deliverables and Costs.
9. Add Exhibit K, DHHS Information Security Requirements (v.02/07/19).

New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and their Families



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/6/2019
Date

Deborah D. Schoetz
Name: Deborah D. Schoetz
Title: Director, Division Long Term
Supports and Services
Brain Injury Association of New Hampshire

4/8/2019
Date

Steven W. Wolfe
Name: Steven Wolfe
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on April 8th 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Krystal L. Sieradzki
Signature of Notary Public or Justice of the Peace

KRYSTAL L. SIERADZKI
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
April 6, 2021

Krystal Sieradzki Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/6/2021



New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and their Families



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

OFFICE OF THE ATTORNEY GENERAL

5/13/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Senior Asst Attorney General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall 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.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

2. Scope of Services

- 2.1. The Contractor shall aid brain injury survivors and their families to identify and obtain needed supports to live productive and meaningful lives within the community. The Contractor shall:
 - 2.1.1. Provide statewide information and referral services to a minimum of eight hundred (800) contacts per year, Monday through Friday from 8:30 AM - 4:30 PM;
 - 2.1.2. Provide community coordination (outreach and information) as well as develop and conduct three (3) Discharge Planning Clinics in acute and rehabilitation hospitals for individuals with acquired brain disorder (ABD) each year of the contract period for a total of six (6) clinics;
 - 2.1.3. Provide Neuro-Resource Facilitation services to a minimum of eighty-five (85) individuals with acquired brain injuries to identify and connect the individuals to appropriate resources within the community, each year of the contract period, as well as provide 24/7 on-call capacity.
- 2.2. The Contractor shall plan, coordinate and conduct educational trainings for individuals with brain injuries, their families and professionals. Educational trainings shall include:
 - 2.2.1. Annual one (1) full-day conference on brain injuries for individuals with brain injuries, their families and professionals each SFY of the contract period;
 - 2.2.2. Annual one (1) full-day Family Caregiver Conference to increase capacity to support individuals with brain injury within the community each SFY of the contract period and provide Family Caregiver training to a minimum of one hundred (100) individuals at the conference each year;
 - 2.2.3. Community outreach and training to area agencies and provider staff with a focus on basic brain injury knowledge as well as specialty areas, including but not limited to substance misuse and challenging behaviors;



Exhibit A – Amendment #1

- 2.3. The Contractor shall conduct a minimum of twelve (12) trainings each SFY of the contract period, resulting in a minimum of twenty-four (24) monthly trainings, conducted through the facilitation of the Monthly Regional Brain Injury Trainings. The Contractor shall ensure:
- 2.3.1. Every other month training focuses on basic brain injury knowledge.
 - 2.3.2. Alternate month training focuses on specialty areas, including but not limited to substance abuse.
 - 2.3.3. Training participants complete a pre- and post-training survey that measures increases in knowledge base.
- 2.4. The Contractor shall coordinate and facilitate fourteen (14) peer and family support groups throughout the State each SFY of the contract period, for a total of twenty-eight (28) support groups;
- 2.5. The Contractor shall develop and maintain a Brain Injury Community Support Program to provide individuals with brain injuries and their families financial assistance in order to support and improve the individual's health and personal growth as well as participate in community and vocational activities; and
- 2.6. The Contractor shall provide coordination and support for the Brain and Spinal Cord Injury Advisory Council.
- 2.7. The Contractor shall, in year one (1) of the contract period, establish a multi-departmental workgroup to include key stakeholders to increase awareness and identify challenges as a consequence of brain injury following opioid misuse/overdose.
- 2.8. The Contractor shall, in year one (1) of the contract period, identify available resources and develop a plan for addressing the opioid misuse/overdose epidemic that must include:
- 2.8.1. Recommendations regarding the assessment and identification of brain injury in this population.
 - 2.8.2. Needed resources.
 - 2.8.3. Necessary training.
- 2.9. The Contractor shall provide services and supports to Veterans and NH National Guard Members with brain injuries returning home from wars in Iraq and Afghanistan, as well as linkage to other ABD services, an online resource center, a helpline and family support.
- 2.10. The Contractor shall provide funding for twenty-five (25) brain injury survivors to attend summer camp program each SFY of the contract period, resulting in funding for a total of fifty (50) brain injury survivors.
- 2.11. The Contractor shall, in year two (2) of the contract period, maintain the multi-system workgroup and initiatives as developed in year one (1) of the contract period.
- 2.12. The Contractor shall, in collaboration with the Division of Public Health Services (DPHS) and the Bureau of Developmental Services (BDS):
- 2.12.1. Develop a model "Return to Learn" policy for recommendation for adoption by local schools in the State;
 - 2.12.2. Develop a plan for reaching out to all NH middle schools and high schools to recommend adoption of the model "Return to Learn" policy;



Exhibit A – Amendment #1

2.12.3. Implement the outreach plan, targeting all NH middle schools; and

2.12.4. Convene a meeting of key stakeholders to:

2.12.4.1. Identify potential conflicts between the State's current concussion law, NHIAA policies and national policies; and

2.12.4.2. Build consensus on a plan to strengthen the State's current concussion law by adding a "Return to Learn" policy to the law.

2.13. The Contractor shall adhere to all Department policy, Administrative Rules and Regulations pertaining to confidentiality, Personally Identifiable Information (PII) and Personal Health Information (PHI).

3. Reporting

3.1. The Contractor shall submit quarterly reports on all contract deliverables, in accordance with Exhibit B-1, SFY 2018 Table of Activities; Exhibit B-2, SFY 2019 Table of Activities; Exhibit B-3 – Amendment #1, SFY 2020 Deliverables and Costs and Exhibit B-4 – Amendment #1, SFY 2021 Deliverables and Costs, to the Bureau of Developmental Services Financial Manager, no later than the fifteenth (15th) day of the month following the end of each quarter.

4. Annual Deliverables

- 4.1. The Contractor shall ensure statewide information and referral services is provided to a minimum of eight hundred (800) community contacts each year of the contract period;
- 4.2. The Contractor shall ensure, as part of community coordination (outreach and information), a minimum of three (3) Discharge Planning Clinics are conducted each year of the contract period, in acute and rehabilitation hospitals;
- 4.3. The Contractor shall ensure Neuro-Resource Facilitation services are provided to a minimum of eighty-five (85) individuals each year of the contract period;
- 4.4. The Contractor shall ensure a minimum of one hundred (100) individuals receive Family Caregiver training at the annual Family Caregiver Conference each SFY of the contract period;
- 4.5. The Contractor shall ensure twelve (12) monthly trainings are conducted each year of the contract period, through the facilitation of the Monthly Regional Brain Injury Trainings;
- 4.6. The Contractor shall ensure fourteen (14) peer and family support groups are offered throughout the State each SFY of the contract period; and
- 4.7. The Contractor shall ensure funding is provided for fifty (50) brain injury survivors to attend summer camp program each SFY of the contract period.

5. Performance Measure

Eighty-five percent (85%) of participants will indicate an increase in knowledge base specific to the training attended.

SDW

4/9/19



Exhibit B – Amendment #1

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 Exhibit B-1 – SFY 2018 Table of Activities, Exhibit B-2 – SFY 2019 Table of Activities, Exhibits B-3 – Amendment #1 SFY 2020 Deliverables and Costs, and Exhibit B-4 – Amendment #1 SFY 2021 Deliverables and Costs for the services provided by the Contractor pursuant to Exhibit A – Amendment #1, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A – Amendment #1, Scope of Services; in compliance with funding requirements.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall submit an invoice by the fifteenth (15th) day of the month following the end of the quarter, which identifies and requests reimbursement for actual activities completed in the prior quarter.
 - 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 3.3. Invoices must be submitted to:

Bureau of Developmental Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
Attn: Finance Administrator
4. The Contractor shall be reimbursed for quarterly invoices submitted for actual activities provided in accordance with Exhibit A – Amendment #1, Scope of Services, and in accordance with Exhibit B-1 SFY 2018 Table of Activities, Exhibit B-2 – SFY 2019 Table of Activities, Exhibit B-3 – Amendment #1 SFY 2020 Deliverables and Costs, and Exhibit B-4 – Amendment #1 SFY 2021 Deliverables and Costs; up to the maximum allowable cost per deliverable.
5. The Contractor agrees that payment for the final quarter in each State Fiscal Year of the contract shall not be made unless and until the Contractor completes all activities and delivers all products outlined in Exhibit A – Amendment #1 Scope of Services and Exhibits B-1, B-2, B-3 – Amendment #1 and B-4 – Amendment #1 (Deliverables and Costs).
6. Payments may be withheld pending receipt of required reports as defined in Exhibit A – Amendment #1 Scope of Services, Section 3 Reporting.
7. A final payment request shall be submitted no later than forty (40) days from the Contract Completion Date, Block 1.7, Form P-37-General Provisions.
8. When the Contract price limitation is reached, the Contractor shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

SPW

4/9/14

**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and their Families**



Exhibit B – Amendment #1

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. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without further approval of the Governor and Executive Council, if needed and justified.



Exhibit B-3 – Amendment #1
 SFY 2020 Deliverables and Costs

SFY 2020 Deliverables	Maximum Allowable Cost per Deliverable
1. Neuro-Resource Facilitation Services	\$187,000
2. Statewide Information & Referral Services	\$45,000
3. Annual one (1) day Brain Injury Conference	\$17,250
4. Support for Peer and Family Support Groups	\$5,000
5. Services and Supports to Veterans and NH National Guard members with brain injuries	\$10,000
6. Brain Injury Community Support Program	\$35,000
7. Funding for 25 brain injury survivors to attend summer camp program	\$8,242
8. Community Outreach and Training	\$24,000
9. Coordination and Support for the Brain and Spinal Cord Injury Advisory Council	\$5,000
10. Development and Maintenance of three (3) Brain Injury Discharge Clinics	\$20,000
11. In collaboration with the Division of Public Health Services and the Bureau of Developmental Services: 11.1. Development of a model "Return to Learn" policy 11.2. Development of a plan for reaching out to all NH middle schools and high schools 11.3. Implementing an outreach plan, targeting all NH middle schools. 11.4. Convening a meeting of key stakeholders to: a. Identify potential conflicts between the State's current concussion law, NHIAA policies and national policies. b. Build consensus on a plan to strengthen the State's current concussion law by adding a "Return to Learn" policy to the law.	\$13,500
Administrative Cost (10%)	\$36,999
<i>Subtotal</i>	<i>\$406,991</i>
12. Establishment of a multi-departmental workgroup to increase awareness and identification of the challenges as a consequence of brain injury following opioid misuse/overdose epidemic.	\$75,000
TOTAL	\$481,991



Exhibit B-4 – Amendment #1
 SFY 2021 Deliverables and Costs

Activity	Maximum Allowable Cost per Deliverable
1. Neuro-Resource Facilitation Services	\$187,000
2. Statewide Information & Referral Services	\$45,000
3. Annual one (1) day Brain Injury Conference	\$17,250
4. Support for peer and family support groups	\$5,000
5. Services and Supports to Veterans and NH National Guard members with brain injuries	\$10,000
6. Brain Injury Community Support Program	\$35,000
7. Funding for 25 brain injury survivors to attend summer camp program	\$8,242
8. Community Outreach and Training	\$24,000
9. Coordination and Support for the Brain and Spinal Cord Injury Advisory Council	\$5,000
10. Development and Maintenance of three (3) Brain Injury Discharge Clinics	\$20,000
11. Maintain multi-system work group and initiatives as developed in SFY 2020.	\$7,872
12. In collaboration with the Division of Public Health Services and the Bureau of Developmental Services: 12.1. Develop a model "Return to Learn" policy for recommendation for adoption by local schools in the State. 12.2. Develop a plan for reaching out to all New Hampshire middle schools and high schools to recommend adoption of the model "Return to Learn" policy. 12.3. Implement the outreach plan, targeting all New Hampshire middle schools. 12.4. Convene a meeting of key stakeholders to: a. Identify potential conflicts between the State's current concussion law, NHIAA policies and national policies. b. Build consensus on a plan to strengthen the State's current concussion law by adding a "Return to Learn" policy to the law.	\$13,500
Administrative (10%)	\$37,786
TOTAL	\$415,650

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail,

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all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request

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for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypted data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Data on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or Contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce.

The Contractor will provide DHHS Information Security with written certification, including date and time of data destruction, asserting that Confidential Data was destroyed per this Agreement. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction. In the event where the Contractor has comingled data and the destruction is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential

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information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

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11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents

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and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID SERVICES
Bureau of Developmental Services

Jeffrey A. Meyers
Commissioner

Deborah H. Fournier, Esq.
Medicaid Director

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

May 19, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Developmental Services, to enter into an agreement with the Brain Injury Association of New Hampshire (Vendor #156086-B001), 52 Pleasant Street, Concord, New Hampshire, to provide services to support persons with acquired brain injuries and their families, in an amount not to exceed \$828,527 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019. 13% Federal Funds and 87% General Funds.

Funds are anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and 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 SVS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVICE

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102-500731	Contracts for Prog Services	93007016	\$363,014
2019	102-500731	Contracts for Prog Services	93007016	\$363,013
			<i>Subtotal:</i>	<i>\$726,027</i>

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

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102-500731	Contracts for Prog Services	93007858	\$35,000
2019	102-500731	Contracts for Prog Services	93007858	\$37,500
			<i>Subtotal:</i>	<i>\$72,500</i>

05-95-90-902010-5090 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERV, MATERNAL - CHILD HEALTH

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2018	102-500731	Contracts for Prog Services	90004009	\$15,000
2019	102-500731	Contracts for Prog Services	90004009	\$15,000
			<i>Subtotal:</i>	<i>\$30,000</i>
			Total:	\$828,527

EXPLANATION

The purpose of this agreement is for the Brain Injury Association of New Hampshire (BIANH) to provide statewide services to individuals with acquired brain injuries as well as their families. The Contractor will work in collaboration with the Bureau of Developmental Services (BDS). 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.

Services include providing neuro-resource facilitation, information and referral services; support for peer and family support groups; services and supports to brain injured veterans and New Hampshire National Guard members returning home from combat in Iraq and Afghanistan; publication of a resource directory; implementation of monthly brain injury trainings; hospital outreach and development of hospital discharge planning clinics; coordination of Bureau of Developmental Services quarterly brain injury area agency coordinator meetings and coordination and participation in the Acquired Brain Disorder's (ABD) Waiver eligibility process.

Approval of this Agreement will allow the Department to continue to provide services to persons with brain injuries. In State Fiscal Years 2018 and 2019, the number of individuals anticipated to be supported each Fiscal Year are as follows: eight hundred (800) individuals for information and referral services, one hundred forty (140) individuals through fourteen (14) peer and family support groups, hospital outreach services for one hundred (100) newly injured individuals and one hundred (100) individuals supported through the Neuro-Resource Facilitation Program. Additionally, the Contractor will provide monthly trainings to providers, area agencies, schools and other service organizations regarding brain injury and provide discharge/transition services to newly injured individuals through three (3) discharge clinics located at acute rehabilitation hospitals. The contractor will provide supports to five (5) high schools for the management of sports concussions and the development of a "Return to Learn" policy for recommendation for adoption by local schools in the state.

Additionally, approval of this Agreement will allow the Department to continue to operate the Brain and Spinal Cord Injury Surveillance 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. The Contractor will provide the resources to continue to publish the Brain and Spinal Cord Injury Report, hospital outreach and injury prevention.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Number of individuals supported through Neuro-Resource Facilitation (85 individuals) and percent of survey responses received as good to excellent (90% or better)
- Number of contacts for information and referral services (800 contacts) and the percent of surveys returned stating that they found the information helpful and that they would contact the BIANH again for information (90% or better)
- Number of outreach hospital contacts made
- Number of trainings provided (12 trainings) and rated as good or excellent (90%)
- Production of a Brain Injury Resource Directory, internet publication and distribution of 5,000 copies
- Number of grants awarded to individuals through the Brain Injury Community Support Program
- Number of individuals provided transition services at acute rehabilitation hospitals

The Brain Injury Association of New Hampshire was selected through a competitive bid process. A Request for Applications (RFA) was posted on The Department of Health and Human Services' web site from February 28, 2017 through April 4, 2017. The Department received one (1) application. The application was reviewed and scored by a team of individuals with program specific knowledge. The Bid Summary is attached.

The Department reserves the right to extend the contract for up to four (4) additional year(s), upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request; the State will be out of compliance with New Hampshire Codes 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 and Surveillance Registry. In addition, over fifteen hundred (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, 13% Federal Funds from Social Services Block Grant and MCH Block Grant.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this Contract.

Respectfully submitted,



Christine Santaniello
Director

Approved by:



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Services to Support Persons with
Acquired Brain Injuries and Their
Families

RFA-2018-BDS-09-SERVI

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Brain Injury Association of NH

2. 0

3. 0

4. 0

5. 0

Pass/Fail	Maximum Points	Actual Points
	200	178
	200	0
	200	0
	200	0
	200	0

1. Kaarla Weston, Administrator III
2. Kenneth Lindberg, Program
Planning & Review Specialist
3. Judith Schultz, Program Planning
& Review Specialist

4.

5.

6.

7.

Subject: Services to Support Persons with Acquired Brain Injuries and their Families (RFA-2018-BDS-09-SERVI-01)

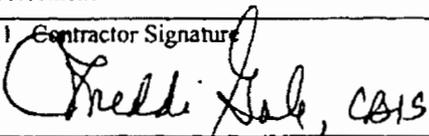
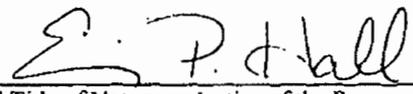
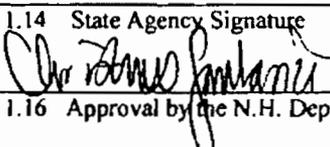
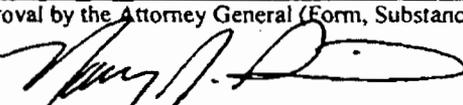
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
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 05-95-093-930010-70160000	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$828,527
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Freddi Gale, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/19/2017</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 			
1.13.2 Name and Title of Notary or Justice of the Peace Erin P. Hall, JP			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanella, BDS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/19/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/5/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall 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.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

2. Scope of Services

- 2.1. The Contractor shall develop and implement the following brain injury services:
 - 2.1.1. Provide statewide information and referral services;
 - 2.1.2. Provide community resource coordination (outreach and information) to hospitalized brain injury survivors;
 - 2.1.3. Provide Neuro-Resource Facilitation to aid individuals and families to identify and connect with needed and appropriate resources within the community;
 - 2.1.4. Provide services and supports to veterans and New Hampshire National Guard members with brain injuries who have or are returning from wars in Iraq and Afghanistan;
 - 2.1.5. Provide peer and family support groups throughout the state;
 - 2.1.6. Conduct discharge planning clinics in acute and rehab hospitals for individuals with ABD;
 - 2.1.7. Establish youth sports concussion programs in five (5) New Hampshire schools;
 - 2.1.8. Increase knowledge of brain injury and needed supports to individuals with brain injury, their families and providers through the annual Brain Injury Conference and Family Caregiver Conference;



Exhibit A

- 2.1.9. Provide community outreach and training through facilitation of monthly regional brain injury trainings for area agencies and provider staff with focus on basic brain injury knowledge and focused specialty areas such as substance abuse and challenging behavior;
- 2.1.10. Facilitate, in coordination with the Department, a review and support for the acquired brain disorder eligibility process;
- 2.1.11. Coordinate quarterly area agency brain injury coordinator meetings;
- 2.1.12. In partnership with the Bureau of Developmental Services and the Division of Public Health Services, develop and issue a report on the incidence and prevalence of Traumatic Brain Injury and Spinal Cord Injuries in the state of New Hampshire;
- 2.1.13. In coordination with the Bureau of Developmental Services provide assistance and resources through the Brain Injury Community Support 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;
- 2.1.14. In collaboration with the Division of Public Health Services (DPHS), develop a model "Return to Learn" policy for middle schools and high schools; and develop an outreach plan to facilitate adoption of the model "Return to Learn" policy for all schools.
- 2.1.15. Provide coordination and support for the Brain and Spinal Cord Injury Advisory Council;
- 2.1.16. Submit quarterly reports to DHHS on contract benchmarks;
- 2.1.17. Maintain records pertaining to contract activities; and
- 2.1.18. Adhere to all DHHS regulations pertaining to confidentiality and PHI.

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.

4. Reporting

- 4.1. The Contractor shall submit quarterly reports to DHHS on the activities outlined in Exhibit B-1, SFY 2018 Table of Activities and Exhibit B-2, SFY 2019 Table of Activities.
- 4.2. The Contractor shall maintain records pertaining to contract activities.

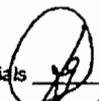

Date 2/5/19/17



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37 General Provisions, Price Limitation, Block 1.8, in accordance with Exhibits B-1 and B-2 defined in Section 4 below, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for said services shall be made as follows:
 - 3.1. The Contractor shall submit an invoice by the fifteenth (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 accurate and correct invoice for Contractor services provided pursuant to this Agreement.
 - 3.2. Invoices must be submitted to:

Bureau of Developmental Services
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
Attn: Administrator
4. The Contractor shall be reimbursed for actual activities provided as described in Exhibit A, Scope of Services and in accordance with Exhibit B-1, SFY 2018 Table of Activities and Exhibit B-2, SFY 2019 Table of Activities, up to the maximum allowable price per activity.
5. 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, Scope of Services, Exhibit B-1, SFY 2018 Table of Activities and Exhibit B-2, SFY 2019 Table of Activities.
6. Payments may be withheld pending receipt of required reports as defined in Exhibit A, Section 4.1.
7. A final payment request shall be submitted no later than forty (40) days from the, Contract Completion Date, Block 1.7, Form P-37 General Provisions.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State of Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

[Handwritten Signature]
Date 05/19/17

**New Hampshire Department of Health and Human Services
Services to Support Persons with Acquired Brain Injuries and their Families**



Exhibit B

10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.


Date 5/19/17



Exhibit B-1
 SFY 2018 Table of Activities

Activity	Maximum Allowable Price per Activity
Provide Neuro-Resource Facilitation (NRF) services to any individual with an acquired brain injury to identify and connect the individual to appropriate formal services. 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	\$35,000
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.	\$20,000
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
 SFY 2018 Table of Activities

Activity	Maximum Allowable Price per Activity
In collaboration with the Division of Public Health Services and the Bureau of Developmental Services: <ol style="list-style-type: none"> 1. Develop a model "Return to Learn" policy for recommendation for adoption by local schools in the state. 2. Develop a plan for reaching out to all New Hampshire middle schools and high schools to recommend adoption of the model "Return to Learn" policy. 3. Implement the outreach plan, targeting all New Hampshire middle schools. 4. Convene a meeting of key stakeholders to: <ol style="list-style-type: none"> a. Identify potential conflicts between the state's current concussion law, NHIAA policies and national policies. b. Build consensus on a plan to strengthen the state's current concussion law by adding a "Return to Learn" policy to the law. 	\$13,500
Administrative (10%)	\$37,800
TOTAL	\$413,013

[Handwritten Signature]
 12/19/17



Exhibit B-2
SFY 2019 Table of Activities

Activity	Maximum Allowable Price per Activity
Provide Neuro-Resource Facilitation (NRF) services to any individual with an acquired brain injury to identify and connect the individual to appropriate formal services. 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 online brain injury surveillance report and distribute 500 copies.	\$5,000
Youth Sports Concussion initiative – Contractor will continue its work with 5 new high schools identified in Exhibit B-1, 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	\$37,500
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.	\$20,000
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

[Handwritten Signature]
 8/19/17



Exhibit B-2
 SFY 2019 Table of Activities

Activity	Maximum Allowable Price per Activity
In collaboration with the Division of Public Health Services and the Bureau of Developmental Services: <ol style="list-style-type: none"> 1. Develop a model "Return to Learn" policy for recommendation for adoption by local schools in the state. 2. Develop a plan for reaching out to all New Hampshire middle schools and high schools to recommend adoption of the model "Return to Learn" policy. 3. Implement the outreach plan, targeting all New Hampshire middle schools. 4. Convene a meeting of key stakeholders to: <ol style="list-style-type: none"> a. Identify potential conflicts between the state's current concussion law, NHIAA polices and national policies. b. Build consensus on a plan to strengthen the state's current concussion law by adding a "Return to Learn" policy to the law. 	\$13,500
Administrative (10%)	\$37,800
TOTAL	\$415,514

[Handwritten Signature]
 5/15/17



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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 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;

Handwritten signature and date: 08/19/17

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

Contractor Initials: 
Date: 07/17/17

New Hampshire Department of Health and Human Services
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

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12/19/17



- 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.

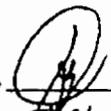

5/19/17



Exhibit C-1

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. The Department reserves the right to renew the Contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Handwritten initials 'AG' and date '5/19/17' in black ink.



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

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

5/19/17
Date

Melli Gals, CSIS
Name:
Title: President

Contractor Initials [Signature]
Date 5/19/17



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

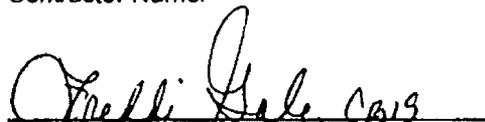
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
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:

5/19/17
Date


Name: Fredi Gale, Co-13
Title: President



**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

[Handwritten Signature]
5/19/17



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 (11)(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:

5/19/17
Date

Name: Fredi Gale, CAS
Title: President

Contractor Initials
Date 5/19/17



**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

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

Contractor Initials

Date

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.

5/19/17
Date

Contractor Name:

Ornedi Hale, CBIS
Name:
Title: President

Exhibit G

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

Contractor Initials

OH

5/19/17



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:

5/19/17
Date

Freddie Gale, CAIS
Name:
Title: President

Contractor Initials [Signature]
Date 5/19/17



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.

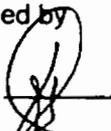

5/19/17



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Handwritten Signature]
5/19/17



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

[Handwritten Signature]
Date 5/19/17



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.

[Handwritten Signature]
5/19/17



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 and Human Services

The State

Christina Santanelli
Signature of Authorized Representative

Christina Santanelli
Name of Authorized Representative

Director, BDS
Title of Authorized Representative

5/19/17
Date

Brain Injury Assoc. of NH
Name of the Contractor

Freddi Gale
Signature of Authorized Representative

Freddi Gale
Name of Authorized Representative

President
Title of Authorized Representative

5/19/2017
Date

[Signature]
Date 5/19/17



**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:

5/19/2017
Date

Gregory Dale, CBIS
Name: President
Title:

Contractor Initials [Signature]
Date 5/19/2017



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: 124026498
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?

X 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: _____

JA
5/19/17