



**Frank Edelblut**  
Commissioner

**Christine Brennan**  
Deputy Commissioner

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
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January 18, 2023

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

**REQUESTED ACTION**

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter a contract with The Vermont Association of Business, Industry & Rehabilitation (VABIR) Williston, Vermont (VC#403906), in an amount not to exceed \$1,204,224.89 to provide job placement services to eligible VR participants who live in Northern New Hampshire, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds to support this request are available in FY2023 and anticipated to be available in FY2024 and FY2025 in the account titled VR Field Programs-Federal, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

06-56-56-565010-25380000-102-500731	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
Contracts for Program Services	\$392,502.00	\$400,572.26	\$411,150.63

**EXPLANATION**

VR in NH has continually worked with Community Rehabilitation Providers (CRP's) that assist individuals with disabilities in obtaining and maintaining employment. There are approximately 50 statewide providers the bureau works with for job development, placement and support; however, the north country has not had consistent services or providers willing to provide services required, which reflect the need for this contract. The bureau has traditionally paid for this service primarily through fee-for-service, but also can pay for this service through a contract. The services provided by CRP's are beyond the vocational counseling and guidance provided by the state's Vocational Rehabilitation Counselors. These CRP's work in the community directly with both the individual and the business targeted for job placement.

Due to the numerous challenges the North Country presents (distances between participants and employers, geographical barriers, etc.), providing payment for job development, placement and support services has not been successful when paid through fee-for-service, as it takes additional infrastructure and resources to ensure consistent service provision is available. Through the Request for Proposal (RFP) process a contract was developed that would fulfill the needs of the VR Berlin office and the expansive north country region.

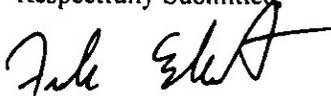
Unlike NH, VT has one primary CRP that provides these services to participants and is willing to spread their business into NH. The need to provide these direct services is very high in both the adult and youth populations, to learn about, explore and gain employment within the community.

The Vermont Association of Business, Industry & Rehabilitation (VABIR) is a statewide non-profit agency providing employment services to Vermonters with disabilities. VABIR began providing services in Vermont in 1979 with initial funding from the US Department of Education, Projects with Industry (PWI) program. The purpose of the PWI program was to create and expand job and career opportunities for people with disabilities in the competitive labor market by engaging the participation of business and industry. VABIR is the connection between the participant and the employer, working together with both to create success.

VABIR will provide services to VRs North Country adult participants that include job search activities, assessments, resume development, job interview preparation, arranging progressive employment activities and helping VR customers move to competitive, integrated employment. VABIR will provide services to VRNH's North Country youth participants that include career exploration, job readiness training, work-based learning, self-advocacy training and post-secondary education. Additionally, VABIR will provide progressive employment activities to both adult and youth caseloads which would include informational interviews, company tours, job shadows and work experiences.

A Request for Proposals (RFP) for the employment services was posted on the NH Department of Education website on February 8, 2022. On March 23, 2022, the program received one (1) proposal for the RFP from Vermont Association of Business, Industry & Rehabilitation. A review team met on April 7, 2022, and reviewed the proposal. The team consisted of the Director of Vocational Rehabilitation of New Hampshire (VRNH), as well as two (2) Program Specialist of VRNH's Business Engagement Unit, the Regional Leader from the Berlin VRNH office and one (1) Vocational Rehabilitation Counselor. The team determined Vermont Association of Business, Industry & Rehabilitation could meet the needs of the agency based on their proposal and strong history of service delivery in Vermont and their close proximity to VRNH's North Country.

Respectfully Submitted,



Frank Edelblut  
Commissioner of Education

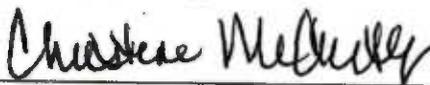
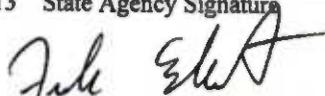
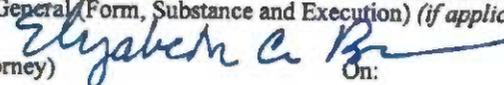
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 25 Hall St. Concord, NH 03301	
1.3 Contractor Name Vermont Association of Business, Industry & Rehabilitation		1.4 Contractor Address 75 Talcott Road, Suite 70 Williston, VT 05495	
1.5 Contractor Phone Number 802-878-6107	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$1,204,224.89
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature  Date: 1/5/23		1.11 Name and Title of Contractor Signatory Christine McCarthy, Executive Director	
1.13 State Agency Signature  Date: 1/25/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Elizabeth Brown (Attorney)  On: 1/25/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

Additional exhibits D-G.

**Federal Certification 2 CFR 200.415**

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Contractor Initials AM  
Date 1/15/13

## EXHIBIT B

### SCOPE OF SERVICES

Vermont Association of Business, Industry & Rehabilitation (VABIR) will provide the following services for the New Hampshire Department of Education, Bureau of Vocational Rehabilitation (VRNH), effective upon Governor and Council approval through June 30, 2025:

VABIR will provide services to VRNH's North Country adult participants that include job search activities, assessments, resume development, job interview preparation, arranging progressive employment activities and helping VR customers move to competitive, integrated employment. VABIR will provide services to VRNH's North Country youth participants that include career exploration, job readiness training, work-based learning, self-advocacy training and post-secondary education. Additionally, VABIR will provide progressive employment activities to both adult and youth caseloads which would include informational interviews, company tours, job shadows and work experiences.

The contractor, Vermont Association of Business, Industry & Rehabilitation (VABIR) will:

1. Hire two employment consultants to work with adults with disabilities.
2. Hire two youth employment specialists to work with in-school youth ages 14-21.
3. Hire a Business Account Manager to provide employer outreach for the area.

### DELIVERABLES, REPORTING AND TIMELINE

Vermont Association of Business, Industry & Rehabilitation (VABIR) shall:

- a) Consult with the VRNH Program Specialist responsible for the hiring and training of community rehabilitation programs staff in New Hampshire, regarding the VABIR hiring process for all Vermont location staff related to this contract.
- b) VABIR Employment Consultant staff to provide services to a minimum of 125-150 participants annually and maintain a caseload of 60-70 clients each year. The number of participants served annually, and the caseload size can vary depending on geographic or labor market factors. VRNH and VABIR will evaluate the effectiveness of the staff and services provided and will determine on a yearly basis if the contract is meeting the objectives of the contract. Ramifications for not meeting these participant numbers will be evaluated and determined with the yearly review.
- c) Place a minimum of 50 adult participants into Progressive Employment activities such as; arranging mock interviews, informational interviews, company tours, workplace assessments, job tryouts, job shadows, volunteer placements, internships, time limited work experiences to build client skills, on the job training experiences and explore job opportunities in the local district based on client Individualized Plan of Employment and skills.
- d) Place a minimum of 100 adult participants into competitive employment. To do this, VABIR Employment Consultants will explore job opportunities that match the customer's career interest and skill set. Refer customers to local competitive employment

*Contract between Vermont Association of Business, Industry & Rehabilitation (VABIR) and the New Hampshire Department of Education*

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Contractor Initials AM  
Date 1/5/23

## EXHIBIT B CONTINUED

- opportunities based on skill and job match. Advocate for customer with employers as appropriate. Assist in advocating for accommodations in the workplace as needed. Assist with job retention as needed. Once a client is placed, check in with customer and employer (as appropriate) on a weekly basis for the first month of employment. Check in with customer and employer (as appropriate) monthly for month two and three of employment. Check in with customer and employer (as appropriate) once every other month from 3-6 months of employment. Check in with customer and employer (as appropriate) at 9 months and 1 year of employment if the customer has agreed to this. Staff will check in using the consumer's preferred method of contact.
- e) Consult with the VRNH Program Specialist responsible for the hiring and training of community rehabilitation programs staff in New Hampshire, regarding the VABIR hiring process for all Vermont staff related to this contract.
- f) VABIR Youth Employment Specialists will provide pre-employment transition services to a minimum of 125-150 students annually. The number of participants served annually, and the caseload size can vary depending on geographic or labor market factors. VRNH and VABIR will evaluate the effectiveness of the staff and services provided and will determine on a yearly basis if the contract is meeting the objectives of the contract. Ramifications for not meeting these participant numbers will be evaluated and determined with the yearly review.
- g) Each youth employment specialist maintains a caseload of approximately 60-70 students each year providing the following services:
- I. Job Exploration Services:  
Complete intake of new referrals within two weeks. Complete paper, online or onsite career assessment. Exploration of career options and workforce trends in general for local community particular to student. Exploration of training opportunities, certification trainings, internships available and educational requirements for careers. Arrange presentations for students on career options and on employer expectations. Resume, cover letter and career portfolio development.
  - II. Training in Workplace Readiness:  
Provide training in workplace soft skills including verbal and non-verbal communication, showing a positive attitude, active listening, problem solving, independent living skills, skill development on decision making, conflict resolution and workplace professionalism. Aid in developing a transportation plan for training/employment. Work in conjunction with transition counselor and staff from the State Assistive Technology Program to identify potential accommodations or assistive technology to assist a student.
  - III. Place a minimum of 50 youth in Work-Based Learning Experiences:  
Develop workplace learning experiences for students in an actual work setting. Arrange company tour or workplace visit with an employer, job shadow for a student in a work setting, mock interview or informational interview with an employer, service learning in collaboration with local schools, workplace simulations to help prepare students for actual workplace setting, volunteer opportunities with employers, internship opportunities with employers, apprenticeships with employers, career mentorships with employers, unpaid and paid work experiences with employers and explore competitive employment opportunities for students as appropriate.

## EXHIBIT B CONTINUED

IV. Opportunities for Post-Secondary Education/Training: Assist in researching careers and post-secondary education opportunities. Provide resources and information to students on post-secondary options available. Arrange presentations for students on various educational options by providing all services in a group setting or one-on-one with students as needed.

V. Self-Advocacy: Assist students in developing and maintaining a career portfolio, developing self-awareness skills, understanding their disability and how to disclose, developing decision-making skills, knowing their own rights and responsibilities, setting goals and decision making, developing leadership skills, developing skills to request accommodations with employers. Provide all services in a group setting or one-on-one with students as needed.

VI. For each Pre-Employment Transition Service, outcomes and learning goals need to be identified and documented in case notes.

- h) Provide a Vermont based Business Account Manager for employer outreach: Outreach to 100 New Hampshire employers through coordination with New Hampshire Vocational Counselor and/or VRNH's Business Consultants.
- i) VABIR Employment Consultants and Youth Employment Specialists shall participate regularly in the VRNH office meetings to receive participant referrals, provide caseload reviews, and discuss participant progress. Employment Consultants and Youth Employment Specialist shall provide regular case notes to the New Hampshire Vocational Rehabilitation counselor regarding customer meetings and to track customer progression. Case notes are provided on a weekly basis in the format set by New Hampshire Vocational Rehabilitation within the AWARE case management system.
- j. Ensure security for paper files by keeping in locked cabinets. Files will be kept in locked computer bag in transport. Regarding data files laptops and cell phones will be enabled with passwords. Only encrypted thumb drives will be used. Participant names/social security numbers may not be listed in emails.
- k. Reporting requirements will be set by VRNH. All reporting requirements will be defined once the contract is approved.
- l. VABIR will provide an evaluation of customer satisfaction for each service provided. This customer satisfaction survey data will be shared with VRNH each quarter.
- m. VABIR staff will receive limited access as needed to the case management system to document service provision only after VRNH has been provided a current background check for the VABIR staffer. All participant information will remain confidential.
- n. The following meeting schedule for the contract will be set upon contract approval:
  - i. A kick-off meeting will occur with the leadership team of VRNH and VABIR that defines the work plan for the implementation of the contract within two weeks of the contract approval.
  - ii. A kick-off meeting will occur with NHVR's Berlin Regional Office once the implementation plan is completed.
  - iii. A monthly progress meeting will be set once the implementation plan is complete. The VRNH contract manager, program specialist for

**EXHIBIT B CONTINUED**

- Community Rehabilitation Provider (CRP) and Berlin Supervisor will attend monthly meetings along with identified VABIR staff.
- iv. A quarterly meeting will occur with the VRNH Director, Field Service Administrator, contract manager, program specialist for CRP's and identified VABIR staff to review quarterly data and progress with the contract deliverables.
  - v. Additional necessary meetings can be scheduled if needed.

**VRNH State Level Staff shall:**

1. Maintain list of all staff members who have been hired on by VABIR to work with VRNH's customers.
2. All VABIR hired Employment Consultants and Youth Employment Specialists will go through Vocational Rehabilitation's ACRE (Association of Community Rehabilitation Educators) training within 9 months of hire to which Vocational Rehabilitation will cover the expenses.

**VRNH Local Level Staff shall:**

1. Make timely and appropriate referrals to VABIR for adult and youth VRNH customers.
2. Maintain regular contact with VABIR employment consultant and youth specialists.

**EXHIBIT C**

**BUDGET**

	<b>FY2023</b>	<b>FY2024</b>	<b>FY2025</b>	<b>Total</b>
Staff Salary	\$234,000.00	\$241,020.00	\$248,250.60	\$723,270.60
Staff Fringe Benefits	\$77,220.00	\$79,536.60	\$81,922.70	\$238,679.30
Mileage	\$18,000.00	\$16,000.00	\$16,000.00	\$50,000.00
Office Space	\$21,600.00	\$21,600.00	\$21,600.00	\$64,800.00
Office Equipment	\$3,000.00	\$3,000.00	\$3,000.00	\$9,000.00
Office Supplies	\$3,000.00	\$3,000.00	\$3,000.00	\$9,000.00
Admin/Indirect Costs	\$35,682.00	\$36,415.66	\$37,377.33	\$109,474.99
<b>Total Expenses</b>	<b>\$392,502.00</b>	<b>\$400,572.26</b>	<b>\$411,150.63</b>	<b>\$1,204,224.89</b>

**Limitation on Price:** Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$1,204,224.89.

**Funding Source:** Funds to support this request are available in the account titled VR Field Programs-Federal FY2023 and anticipated to be available in FY2024 and FY2025 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

06-56-56-565010-25380000-102-500731	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
Contracts for Program Services	\$392,502.00	\$400,572.26	\$411,150.63

**Method of Payment:** Payment is to be made on the basis of invoices submitted, which are supported by a summary of completed activities, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and monthly reports shall be electronically submitted on the 10th day of the following month to:

Bill Gaffney  
[William.G.Gaffney@doe.nh.gov](mailto:William.G.Gaffney@doe.nh.gov)  
Cc: [Susan.S.Roma@doe.nh.gov](mailto:Susan.S.Roma@doe.nh.gov)

Contractor Initials AM  
Date 11/5/23

## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

#### **Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962); State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-25-21

Contractor Initials   
Date 1/5/23

**Exhibit E**

**Federal Debarment and Suspension**

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-25-21

Contractor Initials

Date 1-5-23

**Exhibit F**

**Anti-Lobbying**

The Contractor 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, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-25-21

Contractor Initials

Date

*all*  
11/15/23

## Exhibit G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Revised 6-25-21

Contractor Initials *OM*  
Date *4/5/21*

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VERMONT ASSOCIATION OF BUSINESS INDUSTRY & REHABILITATION is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on August 23, 2022. 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: 909484

Certificate Number : 0005853061



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Corporate Resolution

I, Cathy A Chamberlain, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

VABIR. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on Apr 21, 2022  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Christine Mc Carthy (may list more than one person) is  
(Name and Title) Director

duly authorized to enter into contracts or agreements on behalf of

VABIR with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 1/5/23

ATTEST: C Chamberlain  
(Name & Title)  
Board President





## **Vision**

VABIR is the leader in assisting any Vermonter with a disability or other barrier to work in finding gainful employment

## **Mission**

VABIR facilitates job placement for people with disabilities that will:

- Provide job seekers with disabilities job opportunities;
- Match employers to candidates who meet their workforce needs for a stable workforce;
- Educate Vermont employers and the local community on the value and benefits of a diverse workforce

## **Values**

- Integrity
- Compassion
- Perseverance

**VERMONT ASSOCIATION OF BUSINESS,  
INDUSTRY AND REHABILITATION, INC.**

**FINANCIAL STATEMENTS**

**Years Ended September 30, 2020 and 2019**

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

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September 30, 2020 and 2019

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**LEE A. WHITE & ASSOCIATES**  
CERTIFIED PUBLIC ACCOUNTANT

Lee A. White, CPA, CFP<sup>TM</sup>, PFS



86 Summer Street, Ste. 1  
Dartmouth, Vermont 05641

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors of  
Vermont Association of Business, Industry and Rehabilitation, Inc.

We have audited the accompanying financial statements of Vermont Association of Business, Industry and Rehabilitation, Inc. (a non-profit organization), which comprise the statements of financial position as of September 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these 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 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 required that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the 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 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 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 financial statements referred to above present fairly, in all material respects, the financial position of Vermont Association of Business, Industry and Rehabilitation, Inc. as of September 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Lee A. White + Associates*

Barre, Vermont  
VT Registration No.: 92-0000340  
June 25, 2021

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

STATEMENTS OF FINANCIAL POSITION  
September 30, 2020 and 2019

ASSETS	2020	2019
<b>CURRENT ASSETS</b>		
Cash	\$ 668,419	\$ 281,454
Contracts and grants receivable, net (Note 2)	609,041	564,881
Prepaid expenses	58,358	50,570
Flexible spending account	14,510	6,795
Investments (Note 3)	83,427	81,828
<b>TOTAL CURRENT ASSETS</b>	<b>1,433,755</b>	<b>985,528</b>
<b>PROPERTY AND EQUIPMENT (Note 1 and 4)</b>		
Equipment and furnishings	29,460	29,460
Less accumulated depreciation	(29,460)	(29,460)
Net property and equipment	-	-
<b>TOTAL ASSETS</b>	<b>\$ 1,433,755</b>	<b>\$ 985,528</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Cash overdraft	\$ -	\$ -
Accounts payable	6,488	42,368
Accrued wages	89,685	67,127
Accrued vacation	51,189	31,043
Deferred revenue (Note 1)	-	43,159
Line of credit	-	100,000
PPP Loan (Note 15)	720,000	-
<b>TOTAL CURRENT LIABILITIES</b>	<b>867,362</b>	<b>283,697</b>
<b>NET ASSETS</b>		
Net assets without donor restrictions	566,393	701,831
Net assets with donor restrictions	-	-
<b>TOTAL NET ASSETS</b>	<b>566,393</b>	<b>701,831</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 1,433,755</b>	<b>\$ 985,528</b>

The accompanying notes are an integral part of these financial statements.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

STATEMENTS OF ACTIVITIES  
 Years ended September 30, 2020 and 2019

	2020	2019
Changes in unrestricted net assets		
Support and Revenue:		
Vocational Rehabilitation	\$ 2,950,410	\$ 3,310,597
DBVI	69,200	44,000
VDAD and Employee Summit income	1,745	2,455
Reach Up income	764,350	686,365
Investment income	1,041	1,149
Unrealized gain/(loss) on investments	557	740
Other income	94,985	63,829
Total Support and Revenue	<u>3,882,288</u>	<u>4,109,135</u>
Expenses:		
Program services		
Vocational Rehabilitation	3,108,678	2,980,308
Economic Services	350,810	599,103
Other	59,627	1,310
Total program services	<u>3,519,115</u>	<u>3,580,721</u>
Supporting Services:		
General and administrative	498,611	401,226
Total Expenses	<u>4,017,726</u>	<u>3,981,947</u>
Increase (decrease) in net assets without restrictions	(135,438)	127,188
Net assets without donor restrictions, beginning of year	<u>701,831</u>	<u>574,643</u>
Net assets without donor restrictions, end of year	<u>\$ 566,393</u>	<u>\$ 701,831</u>
Net asset with donor restrictions, beginning of year	<u>\$ -</u>	<u>\$ -</u>
Net assets with donor restrictions, end of year	<u>\$ -</u>	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES  
Year ended September 30, 2020

	Program Services			Total Program Services	Supporting Services	Total All Columns
	Vocational Rehabilitation	Economic Services	Other		General and Admin.	
Salaries	\$ 2,271,940	\$ 270,628	\$ 42,862	\$ 2,585,430	\$ 251,489	\$ 2,836,919
Payroll taxes	190,346	22,674	3,590	216,610	21,070	237,680
Employee benefits	416,441	49,606	7,856	473,903	46,097	520,000
Contract services	123,595	(1,025)	3,683	126,253	50,815	177,068
Staff recruiting	376	-	-	376	-	376
Office expense	26,833	132	260	27,225	62,301	89,526
Rent and utilities	-	-	-	-	30,459	30,459
Travel and conference	79,147	8,795	1,376	89,318	3,016	92,334
Repairs and maintenance	-	-	-	-	15,754	15,754
Promotion services	-	-	-	-	4,206	4,206
Alternative placement	-	-	-	-	-	-
Insurance	-	-	-	-	13,404	13,404
	<u>3,108,678</u>	<u>350,810</u>	<u>59,627</u>	<u>3,519,115</u>	<u>498,611</u>	<u>4,017,726</u>
Depreciation expense	-	-	-	-	-	-
<b>Total expenses</b>	<b>\$ 3,108,678</b>	<b>\$ 350,810</b>	<b>\$ 59,627</b>	<b>\$ 3,519,115</b>	<b>\$ 498,611</b>	<b>\$ 4,017,726</b>

The accompanying notes are an integral part of these financial statements.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

STATEMENT OF FUNCTIONAL EXPENSES  
Year ended September 30, 2019

	Vocational Rehabilitation	Program Services			Supporting Services	Total All Columns
		Economic Services	Other	Total Program Services	General and Admin.	
Salaries	\$ 2,063,308	\$ 443,505	\$ -	\$ 2,506,813	\$ 177,534	\$ 2,684,347
Payroll taxes	139,357	39,627	-	178,984	15,863	194,847
Employee benefits	462,014	89,637	-	551,651	35,882	587,533
Contract services	118,238	1,976	880	121,094	55,276	176,370
Staff recruiting	2,889	-	-	2,889	-	2,889
Office expense	23,156	6,317	430	29,903	50,672	80,575
Rent and utilities	-	-	-	-	31,772	31,772
Travel and conference	171,174	18,041	-	189,215	7,984	197,199
Repairs and maintenance	-	-	-	-	10,252	10,252
Promotion services	172	-	-	172	2,587	2,759
Alternative placement	-	-	-	-	-	-
Insurance	-	-	-	-	13,404	13,404
	<u>2,980,308</u>	<u>599,103</u>	<u>1,310</u>	<u>3,580,721</u>	<u>401,226</u>	<u>3,981,947</u>
Depreciation expense	-	-	-	-	-	-
<b>Total expenses</b>	<b>\$ 2,980,308</b>	<b>\$ 599,103</b>	<b>\$ 1,310</b>	<b>\$ 3,580,721</b>	<b>\$ 401,226</b>	<b>\$ 3,981,947</b>

The accompanying notes are an integral part of these financial statements.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

STATEMENTS OF CASH FLOWS  
Years ended September 30, 2020 and 2019

	2020	2019
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (135,438)	\$ 127,188
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	-	-
Unrealized (gain) loss on investments	(557)	(740)
Contracts and grants receivable	(44,160)	185,040
Prepaid expenses	(7,788)	4,132
Flexible spending account	(7,715)	(5,175)
Accounts payable	(35,880)	35,064
Accrued wages	22,558	12,401
Accrued vacation	20,146	(15,556)
Deferred revenue	(43,159)	(137,430)
Net cash provided (used) by operating activities	<u>(231,993)</u>	<u>204,924</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net change in investments	5	36
Purchase of investment	(1,161)	(1,269)
Net cash provided (used) in investing activities	<u>(1,156)</u>	<u>(1,233)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from PPP Loan and LOC	720,000	-
Payment on debt	(100,000)	100,000
Net cash provided (used) in financing activities	<u>620,000</u>	<u>100,000</u>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	386,851	303,691
<b>CASH AND CASH EQUIVALENTS – BEGINNING</b>	<u>307,372</u>	<u>3,681</u>
<b>CASH AND CASH EQUIVALENTS – ENDING (Note 5)</b>	<u>\$ 694,223</u>	<u>\$ 307,372</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	\$ -	\$ -
Cash paid during the year for income taxes	-	-
Non-cash transaction		
In-kind income	\$ -	\$ -
In-kind expenses	-	-
In-kind equipment	-	-

The accompanying notes are an integral part of these financial statements.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2020 and 2019

---

**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Vermont Association of Business, Industry, and Rehabilitation, Inc. (herein VABIR) was organized on October 22, 1979 as a non-profit corporation under Vermont law for the purpose of finding job opportunities for disabled people.

The mission of VABIR is:

- to assist businesses in meeting their employment needs by hiring and retaining persons with disabilities.
- to provide access for disabled job-seekers to the world of work.
- to advocate public and private policies that encourage and increase access for persons with disabilities to the work environment.
- to educate the business and disabled publics and other communities about the needs, concerns, and benefits regarding employing persons with disabilities.

A majority of VABIR's 2020 and 2019 revenue was provided by contracts from the State of VT – Division of Vocational Rehabilitation.

Change in Accounting Principle:

On August 18, 2016, the FAS issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*, which is effective for this fiscal year. The Organization adjusted the presentation of its financial statements accordingly. The new standards change the following aspects to the financial statements:

- The unrestricted net asset class has been renamed *net assets without donor restrictions*.
- The temporarily restricted and permanently restricted net assets have been renamed *net assets with donor restrictions*.
- The financial statements include a new disclosure about liquidity and availability of resources (Note 14).

Basis of Presentation:

The accompanying financial statements are presented on the accrual basis of accounting.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2020 and 2019

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**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Income Taxes:

VABIR is an organization which is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code and qualifies for an exemption from federal income tax under Section 501(c)(3) of the Code. Therefore, no provision for income taxes is made in the accompanying financial statements.

Simple IRA Plan:

The Organization provides a pension plan for its employees and pays 3% of the employees pay. The total pension contribution for the years 2020 and 2019 amounted to \$36,840 and \$37,784 respectively.

Contributions and Net Assets:

VABIR contributions received are recorded as with or without donor restrictions depending upon the existence or nature of donor restrictions.

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions depending upon the nature of the restrictions. When the restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

*Net assets with donor restrictions* are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, such as those that the donor stipulates that resources be maintained in perpetuity.

*Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions.

The Organization does not have any net assets with donor restrictions at September 30, 2020 and 2019.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2020 and 2019

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**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Use of Estimates:

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

Donated Materials and Services:

The Organization records the value of donated goods or services when there is an objective basis available to measure their value. VABIR recognizes as revenues and equal offsetting expenses, donated goods and services which have a clearly measurable value, are an essential part of the Organization's efforts, and, if not donated, would be performed by paid staff or would be purchased. Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt.

VABIR did not receive any donated goods or services at September 30, 2020 or 2019.

Functional Expenses:

Cost and expenses that are incurred for or attributable to a specific program or supporting service are allocated directly to that category. Costs and expenses that apply to more than one functional purpose are allocated to the various categories using various methods (such as time sheets). The cost of printed material is allocated on the basis of the use made of the material, determined from the content, the reasons for distribution and the audience to whom the material is addressed.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2020 and 2019

**Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Land, Buildings, and Equipment:**

All expenditures for land, buildings, and equipment are recorded at cost and are capitalized. Maintenance and repairs are charged to expense as incurred. Donated property and equipment are recorded at estimated fair market value at the time of receipt. Depreciation is provided by the MACRS method over the estimated useful lives of the respective assets, which range as follows:

<u>Asset Class</u>	<u>Estimated Lives</u>
Leasehold improvements	15 years
Equipment and furnishings	5 years

Depreciation expense for each of the years ended September 30, 2020 and 2019 was \$0. Depreciation expense is reported as supporting services in the Statement of Functional Expenses, when applicable.

**Revenue Recognition:**

Grant income from federal, state and other sources is recognized as revenue when the Organization has incurred expenditures in compliance with grant restrictions. Such amounts received but not yet earned, are reported as deferred revenue.

**Deferred Revenue:**

Deferred revenue is a result of cash receipts from grants, contributions, and other income which has been received but not spent by year end. Revenue is recognized only to the extent that related expenses have been incurred. At year end the balance in deferred revenue consisted of the following:

	<u>2020</u>	<u>2019</u>
Deferred Revenue – State of VT	\$ -	\$ 39,889
Deferred Revenue – Reach Up	-	3,270
<b>Total Deferred Revenue</b>	<b>\$ -</b>	<b>\$ 43,159</b>

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2020 and 2019

**Note 2. CONTRACTS AND GRANTS RECEIVABLE**

Contracts and grants receivable at September 30, 2020 and 2019 consisted of the following:

	<u>2020</u>	<u>2019</u>
Vocational Rehabilitation	\$ 607,636	\$ 562,094
Payroll Advances	1,405	2,787
Totals	<u>\$ 609,041</u>	<u>\$ 564,881</u>

VABIR utilizes the allowance method for uncollectible accounts. They have determined that all receivables are collectible and the allowance is \$0 as of September 30, 2020 and 2019.

**Note 3. INVESTMENTS**

Investments are presented in the financial statements at fair value. Cost, fair market value, and unrealized appreciation at September 30, 2020 and 2019 is as follows:

	<u>Cost</u>	<u>Fair Value</u>	<u>Unrealized Appreciation</u>
Morgan Stanley Mutual Funds	\$ 59,700	\$ 57,623	\$ (2,077)
Liquid Asset Fund	25,804	25,804	-
September 30, 2020	<u>\$ 85,504</u>	<u>\$ 83,427</u>	<u>\$ (2,077)</u>
September 30, 2019	<u>\$ 84,462</u>	<u>\$ 81,828</u>	<u>\$ (2,634)</u>

**Note 4. PROPERTY AND EQUIPMENT**

At September 30, 2020 and 2019, the costs and related accumulated depreciation of property and equipment consisted of the following:

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Net</u>
Leasehold improvements	\$ -	\$ -	\$ -
Equipment and furnishings	29,460	29,460	-
Totals 2020	<u>\$ 29,460</u>	<u>\$ 29,460</u>	<u>\$ -</u>
Totals 2019	<u>\$ 29,460</u>	<u>\$ 29,460</u>	<u>\$ -</u>

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2020 and 2019

**Note 5. CASH AND CASH EQUIVALENTS**

For the purpose of the Statement of Cash Flows, the Organization considers cash equivalents to be highly liquid securities with an original maturity of three months or less. The ending balance of cash on the Statements of Cash Flows at year end consist of:

	<u>2020</u>	<u>2019</u>
Cash	\$ 668,419	\$ 281,454
Morgan Stanley Liquid Asset Fund	<u>25,804</u>	<u>25,918</u>
Total	<u>\$ 694,223</u>	<u>\$ 307,372</u>

**Note 6. LEASES**

VABIR leases office space under a five year lease arrangement with rent presently at \$2,258.00 per month. Total lease payments for the years 2020 and 2019 were \$27,096 and \$28,425 respectively.

VABIR also rents a copier under a monthly lease agreement with Kyocera and Xerox Capital. The total lease payments for the base charge and the meter usage for the years 2020 and 2019 were \$709 and \$1,066 respectively.

VABIR also rents postage equipment from Hasler/Mail Finance. The total lease payments for the years 2020 and 2019 were \$3,550 and \$750 respectively.

VABIR also rents computers from Lenova Financial services for 36 months. The total lease payments for the years 2020 and 2019 were \$1,947 and \$5,563.

VABIR also rents printers from Leaf for 36 months. The total lease payments for the years 2020 and 2019 were \$2,277 and \$3,003.

**Note 7. RELATED PARTIES**

VABIR contracts with the State of Vermont, Department of Aging & Disabilities, Division of Vocational Rehabilitation and State of Vermont Department of Children and Family Services Division of Economic Services, to provide specialized job development and job placement services to individuals referred to the Association by the State. The Division of Vocational Rehabilitation provides office space and telephone service to VABIR staff in several regional offices throughout Vermont. The Division of Economic Services provides office space to VABIR staff in several regional offices throughout Vermont.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2020 and 2019

**Note 8. CUSTODIAL CREDIT RISK – DEPOSITS**

Custodial credit risk is the risk that in the event of a bank failure, VABIR's deposits may not be returned to it. As of September 30, 2020 and 2019, the Organization's bank balances exposed to custodial credit risk were as follows:

	2020	2019
Uninsured and uncollateralized	\$ -	\$ -

**Note 9. FAIR VALUE OF FINANCIAL INSTRUMENTS**

The following methods and assumptions estimating its fair value disclosures were used by the Organization for financial instruments:

**Cash and cash equivalents:** The carrying amounts reported in the statement of financial position approximate fair values because of the short maturities of those instruments.

**Short-term and endowment investments:** The fair values of investments are based on quoted market prices for those or similar investments.

The estimated fair values of the Organization's financial instruments, none of which are held for trading purposes, are as follows:

	<u>Carrying Amount</u>	<u>Fair Value</u>
<b>Financial assets (2020)</b>		
Cash	\$ 668,419	\$ 668,419
Cash equivalents	25,804	25,804
Investments	57,623	57,623
<b>Financial assets (2019)</b>		
Cash	\$ 281,454	\$ 281,454
Cash equivalents	25,918	25,918
Investments	55,910	55,910

**Note 10. RISK MANAGEMENT**

The organization covers its significant risks of loss, which are identified with the assistance of insurance agents, by commercial insurance. There have been no significant reductions in insurance coverage or settlement amounts exceeding insurance coverage for the current or three (3) prior years.

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2020 and 2019

**Note 11. CONTINGENCIES**

"Grant Programs"—VABIR participates in Federal and State assisted grant programs which are subject to audit by the grantors or their representatives. The audits of these programs for, or included in, the year ended September 30, 2020, may not have yet been reviewed by all oversight agencies. Accordingly, the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. However, VABIR expects such amounts, if any, to be immaterial.

**Note 12. UNCERTAINTY OF INCOME TAXES**

Management has evaluated significant tax positions against the criteria established by generally accepted accounting principles and believes there are not such tax positions requiring accounting recognition in the financial statements. Management does not believe its evaluation of tax positions will significantly change within twelve months of September 30, 2020.

Any changes in tax positions will be recorded when the ultimate outcome becomes known. The Organization's tax returns are subject to examination by taxing authorities generally for the years ended September 30, 2018 through September 30, 2020. There were no income tax related interest or penalties incurred in 2020 or 2019.

**Note 13. SUBSEQUENT EVENTS**

Management has evaluated subsequent events through June 25, 2021 the date of the audit report. Management is not aware of any subsequent events which require disclosure.

**Note 14. LIQUIDITY**

The Organization has the following financial assets available within one year of the statement of financial position to meet cash needs for general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditures within one year of the statement of financial position.

Cash	\$ 668,419
Accounts receivable	609,041
Total	<u>\$ 1,277,460</u>

VERMONT ASSOCIATION OF BUSINESS, INDUSTRY AND REHABILITATION, INC.

NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2020 and 2019

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**Note 15. PAYCHECK PROTECTION PROGRAM LOAN**

The Organization has a Paycheck Protection Program loan for \$720,000 with the TD Bank N.A. Borrower must pay monthly principal and interest payments, at the rate of 1.00% per year, on the outstanding principal balance of the Loan amortized over the term of the Loan, unless otherwise forgiven in whole or part in accordance with the CARES Act. The maturity date of this Loan is April 30, 2022..



## VABIR Board of Directors

**Cathy Chamberlain** President  
People's United Bank, Retired

**David Leinaweaver** Secretary/Treasurer  
David Leinaweaver, CPA, Self Employed

**Meghan Gowland**  
Vocational Counselor

**Maghon Luman**  
Burlington Community Justice Center

**Pat Nagy**  
Vermont Dept of Labor, Retired

**Dan Petherbridge**  
US Dept of Homeland Security

**Christine Trombley**  
State of Vermont, Human Resources

## Christine McCarthy

(802)598-0121

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### Education

University of Vermont • Burlington, VT  
*Bachelor of Science, Mathematics, [REDACTED]*

### Work Experience

VABIR, Vermont Assn. of Business, Industry & Rehabilitation • Williston, VT  
*Executive Director • February 2007 - Present*

*Assistant Director/ PUI Project Director • October 2000 - February 2007*

*Operations Manager • December 1997 - September 2000*

Duties include: Direct all operations of this statewide non-profit agency including management of 85 staff, financial oversight and contract/grant management, HR/personnel. Oversee all program operations to facilitate the employment of Vermonters with disabilities.

Northeast Emergency Training Solutions • Jericho, VT

*Manager of Emergency Medical Programs • August 2020 - Present*

Duties include: coordination, preparation, and teaching of Emergency Medical Services courses.

State of Vermont, EMS Office • Burlington, VT

*NREMT Exam Rep • August 2014 - present*

Duties include: administration of psychomotor exams at the EMR, EMT and AEMT levels.

University of Vermont • Burlington, VT

*Faculty, IREMS Program, College of Nursing • August 2014 - July 2020*

*Lecturer, JREMS Program • November 2001 - June 2014*

Duties include coordination, preparation, and teaching of Emergency Medical Services courses, including EMT, Advanced EMT, PEPP and Instructor/Coordinator classes. In addition have presented at local and state conferences.

Shelburne Police Department • Shelburne, VT

*Communications Training Officer • October 1989 - January 1999*

Duties included: answering emergency and business lines with radio dispatch as needed; grant writing- applied for and received 6 state and Federal grants; assisting in the development and preparation of department operating procedures; coordinating information and training classes; coordinating Emergency Management Plan for Town.

The Money Store Investment Corporation • Charlotte, VT

*Marketing Support Assistant • October 1993 - September 1995*

Duties included: performing data input and analysis of company loan records; preparing statistical analysis; preparing and assisting in direct marketing projects

### **Professional Groups**

Lake Champlain Regional Chamber of Commerce • Burlington, VT  
*Leadership Champlain, [REDACTED]*

Governor's Committee on the Employment of People with Disabilities  
*Member, November 2000 - [REDACTED]*

State Rehabilitation Council, Vermont Vocational Rehabilitation  
*Member, [REDACTED] - [REDACTED]*

### **Volunteer Experience**

Vermont EMS District #3 Board  
*Training Coordinator, May 2009 - Present*  
*VTEMS Educator Of the Year, May 2015 & May 2018*

Saint Michael's Fire & Rescue, Associate Member  
*Advanced EMT, Crev.; Chief, 2007 - present*

Vermont Children's Trust Foundation • S. Burlington, VT  
*Assistant, June 2000 - July 2005*

**Karin A. Thomas**

**(802) 343-8093**

**Vermont Association of Business, Industry & Rehabilitation**

2016 - present

**Program Manager**

Oversee employment services contracted by the State of Vermont and other organizations. Direct and lead staff who provide employment services to adults and youth. Serve as a link between management and employees.

- Recruitment, development, and retention of staff
- Evaluate staff performance and provide guidance
- Promote a consistent message and expectation of staff
- Provide frequent, clear communication and support to the Executive Director
- Develop and maintain professional and supportive relationships with staff, partners and customers

**Vermont Association of Business, Industry & Rehabilitation**

2010 - 2016

**Business Account Manager**

Facilitate the tracking and maintenance of account activity to ensure regular and sustained relationship building with Creative Workforce Solutions business customers. Resolve all issues related to employer concerns, and provide regular feedback to the CWS Employment Team on what employers are sharing regarding their expectations, preferences and staffing needs. Also provide and/or coordinate any training requested by businesses.

- Develop key relationships with employers and key business groups
- Maintain database of regional business outreach activities
- Establish and maintain a local business advisory council

**Vermont Association of Business, Industry & Rehabilitation**

2006-2010

**Employment Consultant**

Provide wide range of services to assist in the successful employment of people with barriers to employment. Support employers staffing needs for a stable, skilled workforce. Educate business on the value and benefits of a diverse workforce.

- Build relationships and develop employment opportunities with local business
- Provide employment support services for an average caseload of 50 clients
- Facilitate a structured weekly program on work search skills in two locations
- Create structure and consistency of delivered services

**Westminster Center School**

2004 - 2006

**Behaviorist**

Supported students educational and behavior programs. Coached and guided students with positive reinforcement. Identified and applied useful verbal and non-verbal techniques which can help to prevent acting out behavior. Identified behavior levels that contribute to the development

of a crisis and choose an appropriate intervention. Modeled healthy, effective relationships and provided a positive role model.

Certified Highly Qualified Educator as mandated by the No Child Left Behind Act

**BEN & JERRY'S Distribution Center**

1991 -2004

**Operations Support Analyst**

Research, analyze and recommend changes to operating procedures, processes, and systems to enhance work efficiency and maximize productivity of Distribution Center operations. Maintain accounting, purchasing and budgetary systems for both Distribution Center and Shuttle Operation. Coordinate the acquisition and maintenance of equipment, supplies and services by negotiating contract prices, reviewing credits and bills for payment, and resolving issues with vendors.

**Shipping & Receiving Supervisor**

Supervised day-to-day activities of the shift to meet performance targets and continuously identified and implemented process and task improvements.

Trained, coached, and led shift team members through the stages of team development.

Maintained accurate records of shift performance.

Supported payroll and expense report processing.

**Education/Training**

Member - American Society for Training & Development  
Pennsylvania State University - Manufacturing Sciences  
Certified Highly Trained Educator

# Nancy Bernier

(802) 353-3629  
Nbernier2020@gmail.com

*Young professional with 10+ years in the finance & business industries and six years in Human Services and Non-Profits. I have strengths in relationship building, talent assessment, & cultural awareness, and a passion for Human Resources.*

## Experience

**Vermont Association of Business Industry, & Rehabilitation (VABIR)** 2014 - Present  
*Program Manager* June 2019 - Present

- Provide support for ---20 individuals across three programs and up to six geographic locations.
- Participate in hiring, onboarding, and training of new staff.
- Deliver annual reviews in partnership with staff self-evaluations.
- Provide ongoing support, feedback, training, and development to staff.

*Employment Consultant Supervisor* September 2016 - June 2019

- Led a team of 5-6 employees by providing guidance on policies and best practices.
- Participate in professional development to increase leadership skills.

*Youth Employment Specialist* October 2014 - June 2019

- Explore and assess vocational skills and interest of youths in high school age 14+ on or eligible for an IEP or 504 Plan; served a caseload of ---70 students.
- Create a multi-year plan with student, family, career counselor, and school team to include a variety of work-based experiences and possible trainings/education.
- Expose students to the world of work and career paths so students are more informed and prepared when they leave high school.
- Serve as a liaison with area employers to develop and maintain business relationships to understand their current and future needs and subsequently prepare students to become an excellent future workforce for businesses.
- Contributed to a research project, Linking Learning to Careers, to provide participating students with extra services to determine if it led to more successful outcomes.
- Adept at using various database software programs including, AWARE.

**Berkshire Bank, Teller/Personal Banker** September 2008 - June 2014

- Delivered world-class customer service daily to internal and external customers.
- Consulted with customers to recommend appropriate banking products and services to fit their financial needs, preferences, and lifestyles.
- Performed Personal Banker duties including account opening and maintenance.
- Developed and maintained working knowledge of banking products and services as well as financial legislation including privacy and protection regulations.

## Education

### **Southern New Hampshire University**

Master of Business Administration (MBA)- Concentration in Human Resources



### **Community College of Vermont**

ACRE Certification, Medical Terminology, Medical Coding



### **University of Vermont**

Bachelor of Arts (BA) in Anthropology - Minors in French and Geography



## Volunteer

### **United Way of Rutland County**

Board Member; Community Impact sub-committee



### **Heritage Family Credit Union**

Annual "Shiver Me Shamrocks SK" Checkpoint Volunteer



### **Berkshire Bank Foundation**

Volunteer for various projects at locations including Pine Hill park, Habitat for Humanity, and Fletcher Free Library.



# Linda Gochie

Contact address: [REDACTED]

e-mail: [REDACTED] | cell: 802-274-3709 | res: 802-695-2202

## Professional Profile

Employment Consultant offering versatile management skills and knowledge in the Human Services field. Strong planner and problem solver who readily adapts to change, works independently, and exceeds expectations. Ability to juggle multiple priorities and meet tight deadlines without compromising quality.

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## Work Experience

### Program Manager -

Sept 2020 - Present

### Vermont Association of Business, Industry and Rehabilitation -

St. Johnsbury, VT

- Develop and maintain professional and supportive relationships with staff, partners, and customers
- Maintain accessibility and effective communication with staff, partners, and customers
- Work closely with other VABIR and other stakeholders to promote a consistent message and expectations of staff
- Participates on hiring team to recruit, interview and hire new staff
- Coordinate with VABIR and stakeholders to ensure new employee on-boarding and training
- Develop individual staff training plans
- Work with staff, supervisors, and stakeholders to prepare staff schedules and work assignments
- Oversee the day-to-day operations of staff and program services
- Follow VABIR policy to approve and monitor staff time reports, sick and vacation leave
- Assist in the development of performance measures for staff
- Use Client Tracking Tool and staff performance measures to manage outcomes
- Support current outcome-based performance incentives for staff
- Evaluates staff performance and provides regular input and feedback related to performance
- Provides guidance and participates in continuous improvement activities and plans with staff
- Participate in staff and other meetings as appropriate
- Assists with workforce planning and organizational development
- Meets with Executive Director to address issues, develop strategy and foster continuous improvement
- Provide frequent, clear communication and support to the Executive Director

### Employment Consultant ( EC) Supervisor -

Dec 2012 - Sept 2020

### Vermont Association of Business, Industry and Rehabilitation -

St. Johnsbury, VT

Support VR consumers in achieving self-sufficiency by providing employment related support, through progressive employment.:

- Maintained a caseload by providing direct employment assistance to job seekers including: facilitate, and provide skill instruction to groups of adults, developing resumes, job seeking skills, interviewing skills, job search skills, and the use of job leads.
- Referrals for community services as appropriate
- Job development, and placement supports with accommodations such as trainers, interpreters, readers, assistive technology, or natural supports as appropriate while identifying, and assisting in developing job opportunities for people

- Identify work site trainings or situational site assessments of job skills; perform job analysis or transferable skill analysis as appropriate.
- Follow-up job placements to assist the customer and employer in resolving problems they encounter or with post-employment supports
- Documentation of all work performed as an EC in appropriate database (e.g., AWARE, Vermont Joblink, Vermont Work4Kids)
- Participated on the I-Team and the Assessment Team
- Participated on the VABIR hiring team to interview and hire new staff
- Supervised staff and monitor their time and accountability
- Evaluated staff performance and provide regular input and feedback related to performance
- Provided guidance and participated in continuous improvement activities and plans with staff

**Administrative Assistant -**

**Jan 2012 - Dec 2012**

**Vermont Department of Vocational Rehabilitation/Westaff -**

**Newport, VT**

Handled multifaceted clerical tasks (e.g., data entry, filing, records management and billing) as the assistant to the case aide. Quickly became a trusted assistant known for "can-do" attitude, flexibility, and high-quality work.

- Communicated effectively with multiple consumers and acting as a liaison for the counselors by setting up appointments. Established strong relationships to gain support and effectively achieve results
- Entrusted to manage office in the supervisor's absence. Provided timely, courteous, and knowledgeable response to information requests; screened and transferred calls; and prepared official correspondence
- Created/ updated resumes for the consumers
- Transcribed appointment letters, closure letters, request of information

**Attended Community College of Vermont**

**2009 - 2011**

**Team Leader -**

**Oct. 1997 - June 2009**

**Lydall Thermal Acoustical Group -**

**St. Johnsbury, VT**

Supervised employees and maintained the production of multiple departments which was responsible for creating thermal and acoustical components for the automotive industry.

- Communicated effectively with multiple departments in creating a schedule to allow each department to utilize the shared equipment
- Helped coordinate meetings with supervisors, engineers, and maintenance that contributed to the consistent high levels of production runs and to help develop new tooling
- Developed comprehensive Work Instructions for each new machine and tooling that was created specifically for department
- Updated training manuals, work instructions and SOP's
- Trained each new operator to run and maintain the tools and equipment for department
- Maintained the training database for department.
- General office duties, maintained inventory, ordered supplies for the department and maintenance crew, maintained department budget
- Earned excellent marks on performance reviews, with citations for excellence in areas including work volume, accuracy, and quality; ability to learn and master new concepts; positive work ethic; and commitment to providing unsurpassed service

**Education**

Community College of Vermont, St. Johnsbury, VT. Associate in Business Administration

- |                                     |                            |
|-------------------------------------|----------------------------|
| ▶ Microcomputer Applications I      | ▶ Business Law             |
| ▶ Microcomputer Applications II     | ▶ Human Services           |
| ▶ Multimedia Applications and Tools | ▶ Office Accounting        |
| ▶ Human Resource Management         | ▶ Principles of Management |

New Hampshire Community Technical College, Littleton, New Hampshire

- ▶ Microsoft

Pittsburg High School, Pittsburg, New Hampshire, Diploma

**Community Service**

Northeast Kingdom Community Action (NEKCA) Board member

Executive Committee Member Treasurer (current)

Past Executive Committee Secretary



# BRIAN MARONEY

E-mail [REDACTED]  
[REDACTED]

Phone (802) 447-7306 Cell (802) 688-6733

## SKILLS/ QUALIFICATIONS

- Over 30 years of experience in management, sales, marketing, & customer service
- Results oriented-Self-motivated to help exceed team goals
- Excellent communication skills -Team facilitation and public speaking
- Great relationships within local community and statewide
- Experienced dual customer focused approach

## PROFESSIONAL EXPERIENCE

### Executive Director

6/2019 - present Green Mountain Community Network Bennington, VT

- Oversee administration, program and strategic planning of organization
- Manage grant writing & contract negotiations
- Ensure positive public relations and high organizational visibility
- Foster relationship with external partners ( VTRANS, VPTA, FIA, CTAA, NEPTA, and the like..)
- Supervise daily operations of organization
- Maintain and execute personnel management policy, hiring, training, and continued development

### Program MANAGER

9/2010-6 / 2019 VABIR Bennington, VT

#### Program Manager

1/2016 - 6/2019

- Manage staff and programs in 6 offices statewide
- Develop process, procedures, trainings as part on sr management team
- Teaming & Collaborating with partner program management
- Oversee hiring, training, evaluation, and support of employees

#### Sr. Business Account Manager

5/2013 - 1/2016

- Perform all duties of Business Account Manager

# BRIAN MARONEY

- Represent program at statewide events & partner agencies
- Development and Implementation of Salesforce User Guide
- Provide support and training to Business Account managers

## **Business Account Manager**

9/2010 - 5/2013

- Develop knowledge of local employers and assist with workforce challenges
- Represent team on AWC, WIB, among other boards & committees
- Coordinate & Facilitate team activities
- Plan & Execute outreach events, trainings, and tours
- Oversee marketing activities

## **ADVERTISING SALES REPRESENTATIVE**

9/2008 - 9/2010

Hersam Acorn Newspapers

Bennington, VT

- Assist customers with sales & service
- Develop marketing strategies with customers
- Maintain & Recruit Customer Accounts
- Negotiate Advertising Schedules and Contracts

## **GENERAL MANAGER**

5/2005 - 5/2008

John Haynes Furniture

Bennington, VT

- Assist customers with sales & service
- Purchasing & Merchandising
- Oversee Advertising and Marketing
- Maintain Customer Database & Company Website

## **ADVERTISING SALES REPRESENTATIVE**

3/2005 - 5/2005

Manchester Journal

Manchester, VT

- Assist Customers with sales and service
- Maintain & Recruit Customer Accounts
- Negotiate Advertising Schedules and Contracts

## **SALES & CUSTOMER SERVICE REPRESENTATIVE**

6/2000 - 1/2005

Haynes & Kane Furniture

Bennington, VT

- Assist customers with sales & service
- Maintain customer database
- Inventory maintenance

# BRIAN MARONEY

## STORE MANAGER

12/1990- 6/2000

North Bennington Variety

North Bennington, VT

- Schedule and Train employees
- Purchasing & Merchandising
- Balance daily financials and generate deposits
- Perform all duties of a sales clerk

## EDUCATION

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██████████ North Adams State College(MCLA)  
B.S., Business Administration concentrating in management

North Adams, MA

- Graduated *magna cum laude*
- Member Alpha Chi National Honors society
- Member Delta Mu National Business Honors society

██████████ Vermont Technical College Randolph, VT

- One Year Certificate Program in Building Construction Trades
- Graduated cum laude

## PERSONAL

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- Seventll term Bennington Justice of the Peace 1/2009-present
- Board member Green Mountain Community Network 10/2012-6/2019
- Retired 20 year member Bennington Fire Department 9/1995 - 12/2015
- Past Member and President Bennington Rotary Club 2/2011 - 6/2016
- Board Member VPTA 7/2019- present
- Board Member NEPTA 1/2020- present

**State of New Hampshire  
Response to RFP VR 2022-3  
Vocational Rehabilitation  
Development and Provision of Job Placement and Support Services in the North Country**

**Key Personnel**

**Project lead: Christine McCarthy, Executive Director**

**Annual Salary: [REDACTED] 5% will be paid by contract**

**Supporting staff will include:**

**Program Manager Support: Karin Thomas**

**Annual Salary: [REDACTED] 5% will be paid by contract initially while providing training/mentoring to new team. Will not be paid by contract long term**

**HR/Training Manager: Brian Maroney**

**Annual Salary: [REDACTED] 5% will be paid by contract initially during recruitment and hiring of new staff**

**VABIR EC Supervisor and YES Program Managers: Current VABIR Staff**

**Annual Salary: [REDACTED] 5% will be paid by contract initially while providing training/mentoring to new team. Will not be paid by contract long term.**