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MLC



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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October 13, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter into a **retroactive** contract with Brain Injury Association of New Hampshire, of Concord, NH (Vendor Code 156086), in an amount not to exceed \$371,522.95, to provide Independent Living (IL), Part B services, effective upon Governor and Council approval for the period of October 1, 2023 through September 30, 2027. 100% Federal Funds.

Funds to support this request are available in the account titled VR Independent Svcs Part B-Federal and State Match Funds in FY2024, FY2025 and are anticipated to be available in FY2026, FY2027 and FY2028, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
06-56-56-565010-25420000-102-500731	\$40,600.45	\$54,133.94	\$54,133.94	\$54,133.94	\$13,533.47
Contracts for Program Services					

	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
06-56-56-565010-30060000-601-500931	\$29,060.10	\$38,746.80	\$38,746.80	\$38,746.80	\$9,686.71
State Match					

EXPLANATION

This contract is **retroactive** because during the request for proposal posting period the incorrect P37 contract form was inadvertently posted. Consequently, this extended the necessary timeframe for completing all aspects of the contract process. This contract being retroactive will allow the vendors to not incur delays in providing critical services to individuals with disabilities. The New Hampshire Department of Education receives an annual grant of \$338,117 from the United States Department of Health and Human Services, Administration of Community Living, and Independent Living Administration. The grant under Title VI, Part B of the Rehabilitation Act, as amended, enables the state to provide independent living services to individuals with significant disabilities so they can become more independent in their homes and communities. The Department provides services through contracts with nonprofit organizations which are directed and managed primarily by persons with significant disabilities.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The services provide under the contract are available statewide. Services include: information and referral, peer advocacy, accessible van transportation, care coordination, vehicle modification program and independent living skills training.

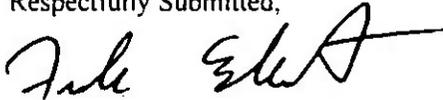
The Brain Injury Association of New Hampshire (BIANH) has a governing board that is controlled by persons with disabilities and provides information and referral, skills training, peer support, resource website for returning veterans with acquired brain injury and/or post-traumatic stress disorder, and counseling to individuals with acquired brain injury and their families. The purpose of the Brain Injury Association of New Hampshire is to promote life with independence for people who have acquired brain injury who reside in state, which makes this organization uniquely suited to provide family neuro-resource facilitation (service coordination), outreach and technical assistance through its technology library.

A Request for Proposals (RFP) was advertised on the Department of Education website on 7/14/23 with a deadline for proposals of 8/11/23. There were four (4) proposals submitted to the Request for Proposals "Independent Living, Part B" in response to the notice.

A review committee consisting of the Vocational Rehabilitation Director, Deputy Commissioner for Blind Services, a Regional Leader and Field Service Administrator. The team reviewed the four (4) proposals received by the deadline; four (4) proposals were chosen based on the review and score of the information (Attachment A). The team recommended funding all four (4) proposals. Each one will be submitted as it is completed.

The outcome VR would like to achieve with this contract is to have independent living services provided statewide so more individuals with significant disabilities can maintain residence in their chosen locations within their communities.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

Attachment A
Bid Summary Scoring Sheet

Name of Bidders	Bid/Proposal Amount
Granite State Independent Living	\$880,888.00
Brain Injury Association of New Hampshire	\$617,210.00
New Hampshire Association for the Blind	\$393,541.00
Northeast Deaf and Hard of Hearing Services, INC.	\$439,003.80

Name of Reviewers	Title
Lisa H	Vocational Rehabilitation Director
Lisa B	Vocational Rehabilitation Regional Leader
Beth D	Field Services Administrator
Scott V	Deputy Commissioner for Services for the Blind and Vision Impaired

Name of Bidders	Overall Score
Granite State Independent Living	92.25
Brain Injury Association of New Hampshire	89.50
NH Association for the Blind	80.75
Northeast Deaf and Hard of Hearing	80.50

Proposal Criteria in the RFP	Weight of Criteria
Approach	15
Project Summary	20
Resource Leveraging	15
Organizational Capabilities	25
Budget Proposal	25
Total	100

Name of Bidder	Approach	Project Summary	Resource Leveraging	Organizational Capabilities	Budget Proposal	Overall Score
Granite State Independent Living	15	20	14.5	21.75	21	92.25
Brain Injury Association of New Hampshire	14.75	17	15	21.25	21.5	89.50
NH Association of the Blind	12.25	12.75	11	20.75	24	80.75
Northeast Deaf and Hard of Hearing	12.25	15.75	11	20.25	21.25	80.50

Review Process

Scoring review occurred on Tuesday August 15, 2023, and was held via zoom meeting. The proposal review panel recommended all four (4) bidders for funding.

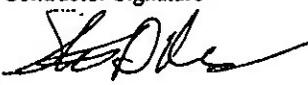
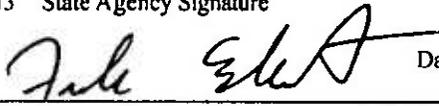
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Brain Injury Association of New Hampshire		1.4 Contractor Address 52 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-8400	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 9/30/2027	1.8 Price Limitation \$371,522.95
1.9 Contracting Officer for State Agency Lisa Hinson-Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature  Date: 10-20-23		1.12 Name and Title of Contractor Signatory Steven Wade, Executive Director	
1.13 State Agency Signature  Date: 10/24/2023		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: 10/24/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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

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).

All the terms and conditions applicable for the use of Federal Funds, as outlined in the Office of Management and Budget (OMB) Uniform Grant Guidance, shall be applied by the contractor to any contract activities and expenses, and may be amended from time to time.

EXHIBIT B

SCOPE OF SERVICES

The Contractor, Brain Injury Association of New Hampshire (BIA) shall provide independent living (IL) services based on the Federal regulation 45 CFR Part 1329 per the Workforce Innovation Opportunity Act (WIOA), upon Governor and Council approval, through September 30, 2027.

The scope of the work for BIA shall include the contractor identifying individuals who may be eligible for services, develop documentation in support of their eligibility and complete a plan to utilize appropriate and necessary independent living "core" or traditional services.

According to the Administration on Community Living and Definitions in 45 CFR 1329.4 "Independent Living Core services" mean, for purposes of services that are supported under Independent Living Services or Center for Independent living Services (ILS or CIL).

- 1) Information and referral services;
- 2) Independent living skills training;
- 3) Peer counseling, including cross-disability peer counseling;
- 4) Individual and systems advocacy;
- 5) Services that:
 - i. Facilitate the transition of individuals with significant disabilities from nursing homes and other institutions to home and community-based residences, with the requisite supports and services."
 - ii. "Provide assistance to individuals with significant disabilities who are at risk of entering institutions so that the individual may remain in the community."
 - iii. Facilitate the transition of youth who are individuals with significant disabilities, who were eligible for individualized education programs under IDEA.

Brain Injury Association of New Hampshire shall:

1. Employ personnel who are specialists for the development and provision of independent living services (IL) in accordance with 45 CFR 1329.
2. Provide information about IL services make referrals to other programs for individuals with significant disabilities as required under 45 CFR 1329.
3. Obtain medical, psychological, psychiatric, educational, vocational, social, and financial information necessary to support eligibility for services.
4. Assist applicants in completion of any necessary forms and will develop an Independent Living Plan (ILP) prior to service provision.
5. Coordinate services with other state and local programs to avoid duplication of services.
6. Develop and maintain a consumer service record for each IL program customer. Documentation shall include eligibility decisions signed and dated by the Service Coordinator, services requested by the customer, the ILP, the services provided, and goals achieved by the customer as a result of the IL services.
7. Apply for and document in the customer case record specific comparable benefits sought and obtained, prior to billing the Department of Education, Division of Workforce Innovation, Independent Living Program.

*Contract between Brain Injury Association of New Hampshire
and the New Hampshire Department of Education*

EXHIBIT B CONTINUED

8. Identify the service(s) to be received, the approximate cost and duration, the provider, the goal of the program, the intermediate objectives and a review of each objective at specified points.
9. Assist the customer in the completion of a financial needs test per 12 month period which begins on the date of eligibility, for a service or combination of services. Services provided will be contingent upon financial need.
10. If a service has been denied to a customer, that decision, along with rationale should be provided to the customer and appeal rights provided.
11. Maintain contact with customers and services providers to ensure that services are being delivered in a timely and appropriate manner. Contacts will be documented in the customer service record.
12. Coordinate service delivery between service providers and eligible customers to ensure timely and appropriate services until each customers program is determined to be inactive or closed.
13. Provide quarterly reports indicating customers served and total number of hours provided. At the end of the contract period a final report shall incorporate total number of consumers served, services provided under each service category of the contract.
14. The contractor's Information System to produce the Title VI, Part B 704 annual performance report as required by 45 CFR 1329.
15. All services provided are available statewide.

DELIVERABLES

A. Online Resource Center

The Online Resource Center will be available for armed forces brain injury and Post-Traumatic Stress Disorder (PTSD) provided on "Clearinghouse" website (www.nh-veteran.com) for our service men and women and their families.

B. Information and Resource Services

Provide information and resources to individuals, family members, veterans, and professionals across all diagnosed disabilities.

C. Neuro-Resource Facilitation

Provide support to individuals and veterans to navigate the system services in NH to become more independent, post-injury.

D. Family Neuro- Resource Facilitation

Provide support to assist families, whose family member is not interested in working with the Association. This will enable families to access and navigate the NH support and service system on behalf of their family member so they might become more independent.

E. Transitional Services

Provide specific transitional supports to assist individuals, veterans, and their family members in becoming more independent through the use of the NH service system. This program covers all disabilities and age groups (i.e. school to adulthood and skilled nursing to the community).

*Contract between Brain Injury Association of New Hampshire
and the New Hampshire Department of Education*

EXHIBIT B CONTINUED

F. Program Evaluation

Conduct bi-annual customer satisfaction surveys as documentation of quality assurance and program evaluation. The survey will document the individual's satisfaction with the services provided, measuring the extent to which the services received improved the consumer's ability to live independently. Results shall be sent to the Department of Education bi-annually.

G. Reporting

- Summary reports will be provided to the Department on a quarterly basis. This report will include a quarterly itemized expenditure report and budget reconciliation report.
- All Part B funds must be tracked separately, as well as services that were provided by the resources. Monthly reports will include type of service being provided, staff providing the service, date of the service, hours of the service and consumers receiving the service. The first report and invoice will be due November 15, 2023 and the 15th day of each month, thereafter.
- Program site visits can be conducted in person by VRNH staff with a two-week notice, indicating the information that will be reviewed, including a comprehensive financial review.

EXHIBIT C
BUDGET

	FY2024	FY2025	FY2026	FY2027	FY2028	Total
Neuro-Resource Facilitators	\$29,628.55	\$39,500.74	\$39,500.74	\$39,500.74	\$9,892.18	\$158,008.95
Transition Coordinator	\$9,171.00	\$12,230.00	\$12,230.00	\$12,230.00	\$3,043.00	\$48,918.00
Web Designer	\$10,053.00	\$13,400.00	\$13,400.00	\$13,400.00	\$3,347.00	\$53,600.00
Information and Resources	\$20,430.00	\$27,250.00	\$27,250.00	\$27,250.00	\$6,811.00	\$108,991
Phone	\$225.00	\$300.00	\$300.00	\$300.00	\$80.00	\$1,205.00
Office Supplies	\$153.00	\$200.00	\$200.00	\$200.00	\$47.00	\$800.00
Total	\$69,660.55	\$92,880.74	\$92,880.74	\$92,880.74	\$23,220.18	\$371,522.95

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 \$371,522.95.

Funding Source: Funds to support this request are available in the account titled Independent Svcs Part B- Federal and State Match Funds in FY2024, FY2025 and are anticipated to be available in FY2026, FY2027 and FY2028, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
06-56-56-565010-25420000-102-500731	\$40,600.45	\$54,133.94	\$54,133.94	\$54,133.94	\$13,533.47

Contracts for Program Services

	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
06-56-56-565010-30060000-601-500931	\$29,060.10	\$38,746.80	\$38,746.80	\$38,746.80	\$9,686.71

State Match

Method of Payment: Payment is to be made on the basis of invoices that are supported by a summary of completed deliverables, 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 reports shall be electronically submitted to:

Bill Gaffney
William.G.Gaffney@doe.nh.gov
 Cc: Susan.S.Roma@doe.nh.gov

*Contract between Brain Injury Association of New Hampshire
 and the New Hampshire Department of Education*

Contractor Initials SLW
 Date 10/20/23

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.

Contractor Initials JW
Date 10/27/23

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.

Contractor Initials SDU
Date 10/20/23

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 (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- 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.

Contractor Initials SPW
Date 10/24/23

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.

Contractor initials SDW
Date 10/20/23

Corporate Resolution

I, Michael Palmieri, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Brain Injury Assoc. of NH. 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 Sept. 14, 2023
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Steven Wade (may list more than one person) is
(Name and Title) Ex Dir

duly authorized to enter into contracts or agreements on behalf of

Brain Injury Assoc. of NH 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: 10/19/23

ATTEST: [Signature], NH BIA
(Name & Title)

BOARD MEMBER: [Signature]

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

Business ID: 45571

Certificate Number: 0006317489



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

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

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

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

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DAVID A. KREED

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

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying consolidated financial statements of the Brain Injury Association of New Hampshire (a nonprofit organization) and Affiliates, which comprise the consolidated statements of financial position as of December 31, 2021 and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Brain Injury Association of New Hampshire and Affiliates as of December 31, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Brain Injury Association of New Hampshire and Affiliates and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about their ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Brain Injury Association of New Hampshire and Affiliates' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Brain Injury Association of New Hampshire and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



David A. Creed
Certified Public Accountant
July 21, 2022

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2021 AND 2020**

ASSETS	<u>2021</u>	<u>2020</u>
Current Assets		
Cash and Cash Equivalents	\$ 1,703,373	\$ 1,510,347
Funds Held for Other Entities	62,291	52,649
Grants and Contracts Receivable	372,449	376,326
Prepaid Expenses	<u>1,740</u>	<u>5,250</u>
Total Current Assets	2,139,853	1,944,572
Property and Equipment at Cost, Net of Accumulated Depreciation	<u>821,758</u>	<u>542,960</u>
Total Assets	<u>\$ 2,961,611</u>	<u>\$ 2,487,532</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 8,822	\$ 6,972
Accrued Expenses	150,000	75,000
Funds Managed for Other Entities	62,291	52,649
Deferred Revenue	0	650
Bingo Carryover Prizes	753	41,418
Current Maturity of Long-Term Debt	<u>35,966</u>	<u>38,857</u>
Total Current Liabilities	257,832	215,546
Long-Term Debt, Net of Current Maturity	76,128	112,094
Other Liabilities		
PPP Loan - SBA/Bank	<u>326,246</u>	<u>311,415</u>
Total Liabilities	660,206	639,055
NET ASSETS		
Net Assets Without Donor Restrictions	<u>2,301,405</u>	<u>1,848,477</u>
Total Net Assets	<u>2,301,405</u>	<u>1,848,477</u>
Total Liabilities and Net Assets	<u>\$ 2,961,611</u>	<u>\$ 2,487,532</u>

See Accompanying Notes And Independent Auditor's Report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES
YEARS ENDED DECEMBER 31, 2021 AND 2020**

NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>2021</u>	<u>2020</u>
REVENUE AND SUPPORT		
Program Services Income	\$ 2,462,794	\$ 2,032,238
Grants	80,099	116,810
Contributions	28,451	33,399
Fund Raising	117,320	101,365
PPP Loan Forgiveness	311,415	0
Memberships/Sponsorships	12,011	3,363
Registration Fees	15,298	2,065
Other Revenue	20,669	13,457
Interest Income	837	2,211
Special Events - Bingo	<u>1,455,304</u>	<u>855,999</u>
Total Revenue and Support	4,504,198	3,160,907
EXPENSES		
Program Services	2,198,588	1,989,455
Management and General	379,701	329,012
Fund Raising	34,633	28,692
Special Events - Bingo	<u>1,438,348</u>	<u>787,175</u>
Total Expenses	<u>4,051,270</u>	<u>3,134,334</u>
Change in Net Assets Without Donor Restrictions	452,928	26,573
Net Assets Without Donor Restrictions at Beginning of Year	<u>1,848,477</u>	<u>1,821,904</u>
Net Assets Without Donor Restrictions at End of Year	<u>\$ 2,301,405</u>	<u>\$ 1,848,477</u>

See Accompanying Notes And Independent Auditor's Report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2021

	Program Services	Management and General	Fund Raising	Total 2021
Salaries and Wages	\$ 1,359,194	\$ 226,797	\$ 0	\$ 1,585,991
Employee Benefits	348,623	58,172	0	406,795
Payroll Taxes	99,423	16,590	0	116,013
Rent Expense	0	0	2,500	2,500
Utilities	6,751	1,688	0	8,439
Repairs and Maintenance	43,287	10,821	0	54,108
Travel Expense	22,494	3,213	0	25,707
Telephone	19,674	4,919	0	24,593
Office Expense and Postage	28,108	7,027	1,100	36,235
Printing and Design	21,421	3,060	2,676	27,157
Conferences and Training	11,054	1,228	20	12,302
Dues and Subscriptions	22,688	2,521	100	25,309
Insurance	15,673	2,239	0	17,912
Professional Fees	54,739	7,820	0	62,559
Marketing and Advertising	2,001	0	5,000	7,001
Special Events	0	0	3,600	3,600
Donations	0	17,159	0	17,159
Contract Services	123,440	0	19,637	143,077
Service Fees	0	5,960	0	5,960
Interest Expense	0	5,483	0	5,483
	2,178,570	374,697	34,633	2,587,900
 Total Before Depreciation				
 Depreciation	20,018	5,004	0	25,022
 Total Functional Expenses	\$ 2,198,588	\$ 379,701	\$ 34,633	\$ 2,612,922

See Accompanying Notes And Independent Auditor's Report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED DECEMBER 31, 2020

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2020</u>
Salaries and Wages	\$ 1,306,185	\$ 217,952	\$ 0	\$ 1,524,137
Employee Benefits	204,653	34,148	0	238,801
Payroll Taxes	95,909	16,004	0	111,913
Rent Expense	202	51	2,100	2,353
Utilities	6,906	1,727	0	8,633
Repairs and Maintenance	13,932	3,483	0	17,415
Travel Expense	22,815	3,259	608	26,682
Telephone	24,014	6,003	0	30,017
Office Expense and Postage	30,528	7,632	2,018	40,178
Printing and Design	18,733	2,676	2,782	24,191
Conferences and Training	18,646	2,071	83	20,800
Dues and Subscriptions	18,373	2,042	0	20,415
Insurance	15,048	2,149	0	17,197
Professional Fees	51,533	7,362	0	58,895
Marketing and Advertising	444	0	0	444
Special Events	0	0	3,171	3,171
Donations	0	9,385	0	9,385
Contract Services	144,254	0	17,779	162,033
Service Fees	0	3,621	151	3,772
Interest Expense	0	5,127	0	5,127
Total Before Depreciation	1,972,175	324,692	28,692	2,325,559
Depreciation	17,280	4,320	0	21,600
Total Functional Expenses	\$ <u>1,989,455</u>	\$ <u>329,012</u>	\$ <u>28,692</u>	\$ <u>2,347,159</u>

See Accompanying Notes And Independent Auditor's Report.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2021 AND 2020**

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2021</u>	<u>2020</u>
Change in Net Assets	\$ 452,928	\$ 26,573
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	25,022	21,600
(Increase) Decrease in:		
Grants and Contracts Receivable	3,877	166,237
Prepaid Expenses	3,510	(4,750)
Increase (Decrease) in:		
Accounts Payable	1,850	(37,465)
Accrued Expenses	75,000	75,000
Funds Managed for Other Entities	9,642	26,855
Deferred Revenue	(650)	650
Bingo Carryover Prizes	<u>(40,665)</u>	<u>(842)</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>530,514</u>	<u>273,858</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(303,820)</u>	<u>(127,774)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(303,820)</u>	<u>(127,774)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds	326,246	311,415
Loan Repayments	<u>(350,272)</u>	<u>(36,361)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(24,026)</u>	<u>275,054</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	202,668	421,138
BEGINNING CASH AND CASH EQUIVALENTS	<u>1,562,996</u>	<u>1,141,858</u>
ENDING CASH AND CASH EQUIVALENTS	<u>\$ 1,765,664</u>	<u>\$ 1,562,996</u>
SUPPLEMENTAL DISCLOSURES		
Interest Paid	<u>\$ 2,217</u>	<u>\$ 1,637</u>

See Accompanying Notes And Independent Auditor's Report.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Principles of Consolidation

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

Basis of Accounting

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

Basis of Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, in which the Organization is required to report information regarding its financial position and activities according to two classes of net assets: Net Assets without Donor Restrictions and Net Assets with Donor Restrictions. Under the provisions of the pronouncement, net assets, revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

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

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

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

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

Grants and Contracts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Balances that are still outstanding after management has used reasonable collection efforts are offset against the corresponding revenue account.

Property and Equipment

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

Advertising Costs

The Organization generally expenses advertising costs as they are incurred. Marketing and advertising expense in total was \$ 7,001 and \$ 444 for the years ended December 31, 2021 and 2020 respectively.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of Credit Risk

The Organization currently maintains several cash accounts at one area financial institution. The accounts held at this financial institution are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$ 250,000 per depositor. As of December 31, 2021 and 2020, there were uninsured cash balances of \$ 1,332,100 and \$ 1,043,825 respectively. The management of the Organization believes the credit risk of using a single depository is not significant, with no losses experienced in any of these accounts.

Revenue and Support

All contributions and grants are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributed Services

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

NOTE B – INCOME TAXES

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

NOTE C – TAX SHELTERED ANNUITY

The Organization maintains a tax deferred annuity plan under Internal Revenue Code Section 403(b). Eligible employees are allowed to contribute to this plan. The Organization contributed \$ 249,891 and \$ 93,795 to the plan for the years ended December 31, 2021 and 2020 respectively.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE D – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

The following is a summary of property and equipment at December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Land	\$ 72,239	\$ 41,857
Buildings and Improvements	735,897	462,459
Furniture and Fixtures	15,905	15,905
Equipment	76,992	76,992
Computer Software	<u>110,000</u>	<u>110,000</u>
 Total Property and Equipment	 1,011,033	 707,213
 Less: Accumulated Depreciation	 <u>(189,275)</u>	 <u>(164,253)</u>
 Net Property and Equipment	 \$ <u>821,758</u>	 \$ <u>542,960</u>

NOTE E – FISCAL STEWARDSHIP

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

The cash balances and corresponding liabilities as of December 31, 2021 and 2020 are \$ 62,291 and \$ 52,649 respectively and are included in the statements of financial position and cash flows.

NOTE F – FAIR VALUE MEASUREMENTS

The Organization estimates that the fair value of all financial instruments at December 31, 2021 and 2020, such as cash and cash equivalents, grants and contracts receivable, and loans payable, none of which is held for trading purposes, does not differ materially from the aggregate carrying values of said financial instruments recorded in the accompanying statements of financial position, due to the short maturities of those instruments. Where applicable, the estimated fair value amounts are determined by the Organization, using available market information and appropriate valuation methodologies.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE G – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

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

	<u>2021</u>	<u>2020</u>
Cash and Cash Equivalents	\$ 1,703,373	\$ 1,510,347
Funds Held for Other Entities	62,291	52,649
Grants and Contracts Receivable	<u>372,449</u>	<u>376,326</u>
Financial Assets at Year-End	2,138,113	1,939,322
Less: Assets Unavailable for General Expenditures within One Year, Due to:		
Fiscal Stewardship	<u>(62,291)</u>	<u>(52,649)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures within One Year	\$ <u>2,075,822</u>	\$ <u>1,886,673</u>

NOTE H – BINGO ACTIVITIES

Under license from the State of New Hampshire, the Organization runs weekly bingo games as a fund raising activity. The Organization entered into an agreement to lease a hall in Hudson, New Hampshire in order to conduct the bingo games. The term of this agreement is for the period of July 1, 2021 through June 30, 2022. Rent paid to the lessor for each gaming date shall not exceed the rates as permitted by the New Hampshire Pari-Mutuel Commission. During the term, the daily rental shall be \$ 3.50 per person for the first 366 persons, and \$ 2.50 per person for each additional person. Because of the statutory bingo exclusion as defined in IRS Publication 3079, *Tax-Exempt Organizations and Gaming*, an exempt organization may conduct games meeting the exclusion to raise funds, and the activity will not generate unrelated business income subject to taxation.

NOTE I – NOTES PAYABLE

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

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE I – NOTES PAYABLE (CONTINUED)

for the years ended December 31, 2021 and 2020 was \$ 1,304 and \$ 1,548 respectively. The outstanding principal balances as of December 31, 2021 and 2020 were \$ 112,094 and \$ 147,702 respectively.

The Organization entered into an equipment lease agreement with a finance company in November 2016 for a Sharp copier. The term of the lease is for sixty months, with a monthly lease payment of \$ 346.00, and an imputed interest rate of approximately 1.60%. The interest expense for the years ended December 31, 2021 and 2020 was \$ 23 and \$ 89 respectively. The outstanding principal balances as of December 31, 2021 and 2020 were \$ -0- and \$ 3,249 respectively.

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

Years ending December 31,	
2022	\$ 35,966
2023	36,328
2024	36,692
2025	<u>3,108</u>
Total	\$ <u>112,094</u>

NOTE J – PAYCHECK PROTECTION PROGRAM (PPP) LOANS

The Organization executed a promissory note with a bank, dated April 20, 2020, in the principal amount of \$307,925, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act's Paycheck Protection Program (PPP), sponsored by the Small Business Administration (SBA). The loan terms provided for a portion or the entire loan to qualify for forgiveness under the Program, to the extent that the loan proceeds were utilized to fund qualifying payroll, rent, and utilities costs during a designated twenty-four week period. The maturity date is two years from the date of the note, with an annual interest rate of 1.00%, and an obligation by the Borrower to pay any remaining balance of principal and interest as of the maturity date.

For the year ended December 31, 2020, the Organization elected to follow the Debt Method (FASB ASC 470), to account for the PPP funds received. Under the Debt Method, the Organization accounted for the PPP loan as a financial liability, to include interest accrued at the stated loan interest rate. During the current audit period, the Organization applied for forgiveness of the entire PPP loan. The SBA then approved the full forgiveness request in June 2021 and paid the participating bank the original principal loan amount plus accrued interest, totaling \$ 311,415. The Organization has recognized this total amount as revenue in the statement of activities.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE J – PAYCHECK PROTECTION PROGRAM (PPP) LOANS (CONTINUED)

The Organization executed a promissory note with a bank, dated February 9, 2021, in the principal amount of \$322,980, as part of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act (Economic Aid Act), sponsored by the Small Business Administration (SBA). The loan terms state that the borrower may apply to the lender for forgiveness of the loan balance after the loan forgiveness covered period, which is the twenty-four week period following the disbursement of the loan proceeds. The maturity date is five years from the date of the note, with an annual interest rate of 1.00%, and an obligation by the Borrower to pay any remaining balance of principal and interest as of the maturity date.

For the year ended December 31, 2021, the Organization also elected to follow the Debt Method to account for the PPP funds received as a loan, to include interest accrued at the stated loan interest rate. The Organization has recognized this total balance of \$326,246 as a liability in the statement of financial position. The Organization subsequently applied to the lender for full forgiveness of the loan and in February 2022, the loan was forgiven by the SBA and the entire amount was remitted to the lender. The Organization will recognize this total amount as revenue in the subsequent period.

NOTE K – RECENT ACCOUNTING PRONOUNCEMENTS

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which amends the previous accounting standards for revenue recognition. This standard establishes principles for recognizing revenue upon the transfer of promised goods or services to customers based on the expected consideration to be received. Contributions and investment income are not impacted by this new standard. This pronouncement is effective for all periods beginning after December 15, 2019 under the modified prospective method. The adoption of ASU 2014-09 does not materially impact the accompanying financial statements or the recognition of revenue therein.

In June 2018, FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958)*, which clarifies the criteria for evaluating whether a transaction should be accounted for as a contribution or an exchange transaction and whether a contribution is considered conditional or unconditional. This pronouncement is effective for all periods beginning after December 15, 2019 under the modified prospective method. The adoption of ASU 2018-08 does not materially impact the accompanying financial statements or the recognition of contributions therein.

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE L – PERSONNEL

The Executive Director has an employment contract with the Organization and its board of directors. Additionally, it is duly noted that the Executive Director has accumulated a balance of 194.7 days of paid time off (unused sick and vacation time), as of December 31, 2021, earned from the period of September 30, 1992 through December 31, 2001. The Organization has not determined nor accrued an amount for the cumulative paid time off earned by the Executive Director and other eligible employees.

NOTE M - COVID-19 GOING CONCERN

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

NOTE N – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through July 21, 2022, the date which the financial statements were available to be issued.



52 Pleasant Street | Concord, NH 03301
Help line: (800) 773-8400
Tel: (603) 225-8400
Fax: (603) 228-6749
www.bianh.org

THE VOICE OF BRAIN INJURY

Brain Injury Association of NH Mission Statement:

To create a better future through brain injury prevention, education, advocacy and support.

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

Krystal Chase

Education

Master of Social Work | September 2011-May 2014 | University of New Hampshire – Manchester, NH

- Major: Social Work
- Related coursework: Human Behavior and the Social Environment, Race, Culture & Oppression, Social Welfare Policy, Child Welfare Policy, Assessment of Addictions, Treatment of Addictions, Statistics, Program Evaluation

Bachelor of Science | September 2006-May 2009 | Suffolk University – Boston, MA

- Major: Psychology
- Related coursework: Developmental Psychopathology, Abnormal Psychology, Cognitive Neuroscience, Industrial-Organizational Psychology, Ethics, Sensation & Perception, Child Development

High School Diploma | August 2001-June 2005 | Pinkerton Academy – Derry, NH

Certifications and Licenses

- Licensed Independent Clinical Social Worker | 2021-present
- Certified Brain Injury Specialist | 2018-present
- Perinatal Bereavement Coordinator | 2016

Professional Experience

Social Worker (per diem) | Pathways Healthcare – Londonderry, NH | April 2021-present

- Provide social work intervention to active clients/patients and family members.
- Assess clients'/patients' psychosocial, environmental, financial and functional status in order to coordinate appropriate plans.
- Plan and implement patient care in collaboration with the physician and other disciplines (PT, OT, RN).
- Document social work interventions in the patient's medical record pertaining to the referral source, reason for referral, issues, recommendations and a treatment plan resulting in an established outcome.
- Communicate appropriate information to patients, peers, managers, physicians, department and other agencies involved.
- Integrate problem solving methodology and quality improvement in approaching problem areas related to patient care and organizational processes.

Director of Programs and Services | Brain Injury Association of New Hampshire – Concord, NH | September 2017-present

- Director at a nonprofit advocacy and education organization serving the entire state, primarily focused on oversight of the Continuing Care Waiver programs, which provides case management for over 600 consumers.
- Oversight of all documentation to ensure compliance with local and federal regulatory standards, including ensuring successful audits with CMS and NH DHHS as well as participation in annual quality audits
- Direct supervision of 10+ case managers and supervisors to include assistance with locating resources for home care for eligible consumers, monthly supervision contact, administrative duties, and regular meetings with the State of NH to ensure quality service provision.

- Responsible for providing person-centered services to eligible consumers as well as collaboration with managed care organizations, adult protective services, mental health, primary care and other community based supports.
- Management of caseloads and all hiring/personnel duties related to the case managers and administrative staff.
- Spearheaded implementation of an electronic medical record including complete clinical development of the program.
- Lead on multiple projects related to the intersection of traumatic brain injury and substance use disorder, including development and facilitation of presentations on this topic.

Social Worker (float) | St. Joseph Hospital – Nashua, NH | August 2015-December 2019

- Psychiatric social worker responsible for crisis evaluation in an emergency room setting, as well as management of patients within the hospital with mental health and/or substance use disorders
 - Crisis assessment and referral for inpatient psychiatric hospitalization or detox for adults and children, coordination of services with outpatient providers, linking to community resources, collaboration with an interdisciplinary team, and family support services.
- Medical social worker responsible for service coordination and discharge planning in the Emergency Department, ICU and on medical/surgical floors, to include referral for appropriate community support, facilitating Medicare/Medicaid covered services, family support, bereavement and end of life care and planning, coordination with an interdisciplinary team for appropriate delivery of care.
- Perinatal bereavement support to women experiencing ectopic pregnancy loss, miscarriage, or stillbirth. Provision of bereavement support and ongoing follow up support post discharge and link to community resources for grief management.

Social Worker | Hampstead Hospital – Hampstead, NH | January 2013-February 2017

- Clinical social worker at a 60-bed psychiatric facility serving children, adolescents, and adults where programs of admission include developmental, psychiatric, and substance abuse services.
- Telephonic crisis intervention, review of clinical information to determine appropriate placement at the hospital, upkeep of clinical documentation, face-to-face level of care evaluations for admission, collaboration between service providers, link to appropriate aftercare services, coordination with outpatient providers, utilization reviews with insurance companies for initial and continued hospitalization coverage, and administrative tasks.

Social Worker | St. Mary's General Hospital – Passaic, NJ | September 2014-August 2015

- Social worker for a large medical hospital serving the emergency room, ICU, maternal and child health, and medical/surgical units.
- Responsibilities include provision of assistance to patients with social, psychological, financial, and hospital discharge planning issues.
- Working with patients, families, and physicians to ensure an appropriate plan of care upon discharge as well as providing crisis intervention, planning and arranging for short-term rehabilitation programs and long-term care, referral to appropriate community resources, collaboration between service providers, and completion of advanced directives and end-of-life planning and care.

PACT Wellness Clinician | Bridgeway Behavioral Health Services – Jersey City, NJ | July 2014-August 2015

- Clinical lead for a team providing mental health services for over 70 adults with severe and persistent mental illness and co-occurring substance use disorders through the Program for Assertive Community Treatment.
- Provider of community based recovery-oriented services including wellness initiatives, job development, and dual disorder treatment.
- Responsible for community outreach, medication education, upkeep of clinical documentation including individual recovery plans and psychosocial assessments, completion of intakes and review of referrals from higher levels of care.
- Responsible for supervision, skill assessment and teaching for team members, and ensuring that interventions are effective and recovery oriented.

Mental Health Clinician (2nd year MSW Internship) | Arbour Counseling – Haverhill, MA | September 2013-May 2014

- Clinician at a partial hospitalization program serving adults. Responsible for group facilitation for up to 20 participants of the program enrolled for mental health and/or substance abuse issues, as well as individual therapy for clients of the program on a weekly basis.
- Facilitated psychotherapeutic, psychoeducational, and expressive therapy groups.
- Other responsibilities include coordination with medication providers and other clinicians, upkeep of clinical documentation, family meetings, assisting the program director with admissions, psychosocial assessments and administrative duties.

Social Worker (1st year MSW internship) | Southern New Hampshire Medical Center Behavioral Healthcare Unit – Nashua, NH | September 2012-May 2013

- Social worker on a 13-bed inpatient psychiatric unit serving adults in emergent psychiatric situations.
- Responsible for care coordination with outside providers and discharge planning including referrals to social service agencies and other community resources, family meetings, psychosocial assessments, facilitation of psychotherapeutic groups, upkeep of clinical documentation through use of an electronic medical record, and administrative duties.

Psychiatric Rehabilitation Specialist | Greater Nashua Mental Health Center – Nashua, NH | March 2010-December 2012

- Clinical case manager for a caseload of 50 adults with severe and persistent mental illness. Responsibilities include provision of community-based support for clients suffering from extreme mental health and/or substance abuse issues, upkeep of clinical documentation through use of an electronic medical record, and administrative duties.
- Certified provider of functional support services, supported employment, illness management and recovery, as well as case management. Case management duties included referrals to other community resources to best meet the needs of clients served.
- Responsible for facilitation of a weekly psychotherapeutic group addressing women's mental health issues.

Research Assistant | Suffolk University – Boston, MA | September 2008-May 2009

- Research assistant in the cognitive neuroscience department at a major university.
- Responsible for evaluation of MRI data to determine a neurological basis for creativity using a specialized computer program for volumetric analysis.

- Other responsibilities included development of a poster and presentation as well as input for publication.

Awards & Honors

- Phi Alpha Honor Society | January 2012-May 2014
- Phi Sigma Alpha Honor Society | January 2008-May 2008

Publications & Papers

Exploring creativity and its neural bases. A poster presented at the Massachusetts Institute of Technology Science Symposium. May 2009. Cobb, E., Susmaras, T., Wiebe-Moore, D., Flint (Chase), K. & Gansler, D.

References

Available upon request

ERIN P. HALL

PROFESSIONAL EXPERIENCE

1999 – Present

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE

Senior Director
CONCORD, NH

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

1998 - 1999

BUREAU OF DEVELOPMENTAL SERVICES

TBI PLANNING GRANT PROJECT COORDINATOR
CONCORD, NH

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

1994-1998

HEART SYSTEM, INC/COMMUNITY CROSSROADS REGION 10

SUPPORT COORDINATOR
DERRY, NH

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

VOLUNTEER ACTIVITIES

1999 – Present Parent Information Center
Educational Surrogate for individuals in school system who have a disability

EDUCATION

2004 American Academy for the Certification of Brain Injury Specialists
Brain Injury Association of America
Certified Brain Injury Specialist (CBIS)

1990-1994 Salem State College, Salem, MA
Master of Science in Counseling and Psychological Services
Concentration: Industrial/Organizational Psychology

1986-1989 Northeastern University, Boston, MA
Bachelor of Science in Sociology/Anthropology
Concentration: Human Services

AWARDS/PRESENTATIONS

2008 Vermont's 20th Annual Brain Injury Conference, Burlington, Vermont Workshop:
"Who's Caring for the Caregiver?"

New England Residential Service Coordinators Annual Conference, North Conway, New
Hampshire Workshop: "Climbing Together – Supporting People Living with a Brain
Injury or Stroke"

Brain Injury Association of New Hampshire 25TH Annual Brain Injury & Stroke
Conference, Manchester, New Hampshire Workshop: "I Just Don't Know What to Do or
Where to Go? Come Find Out!"

Brain Injury Association of Pennsylvania 2008 Annual Conference, Harrisburg,
Pennsylvania, Keynote Speaker: "Neuro-Resource Facilitation – Getting Started"

2007 In-service Training Austin House, Webster, NH: "Living with an individual who is living
with a Brain Injury"

2006 Annual Adult Day Conference, Salem, New Hampshire Workshop: "Alzheimer's Disease and
Brain Injury: A Closer Look"

2005 Brain Injury Association of New Hampshire 22nd Annual Brain Injury and Stroke Conference,
Concord, New Hampshire Workshop: "Who's Caring for the Caregiver? Creative Ideas and
Integrative Solutions"

Housing Services Training Session Connecting the Dots: Key Disability Resources, Bedford, New
Hampshire Workshop: "Brain Injury Association of New Hampshire: Who We Are and What We
Do"

2004 Annual Brain Injury Conference, Columbia, South Carolina Workshop: "Who's Caring for the
Caregiver? Creative Ideas and Integrative Solutions"

2002 Adjunct Professor Springfield College School of Humans Services, Manchester New Hampshire
Workshop: "But He Looks Fine... Invisible Trauma"

AWARDS/PRESENTATIONS (cont.)

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

PROFESSIONAL AFFILIATIONS

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

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

Jennifer A. Waterhouse

Professional Summary

Team oriented professional with strong track record of establishing solid relationships with clients, coworkers, administration and local agencies.

Skill Highlights

- Critical thinker
- Detail oriented
- Planning/coordination
- Team leadership
- Professional demeanor
- Computer skills

Professional Experiences

11/2022 to present

Information and Resource Specialist
Brain Injury Association- Concord N.H.

Assist Brain Injured individuals with resources to connect them to others who can assist with day to day living. Take data for each person spoken to whether via email, or call. Head a grant program designed for brain injured individuals to help settle a financial burden, and present it to the committee for approval. Reach out to individuals on the NRF program to check in on their needs. Any other tasks requested by management.

5/2017 to 11/2022

Case Manager
Brain Injury Association-Concord N.H.

Facilitate, advocate and give service option in the best interest of clients. Write case notes, create care plans, help get in services as needed per client, track progress, make changes as needed to care plans, speak with team members to ensure the best care is provided.

03/2014 to 04/2017

Behavioral Program Manager
Community Bridges-Concord N.H.

Fill-out and maintain client-related paperwork, including federal- and state-mandated forms, client diagnostic records, and progress notes.

Prepare and maintain all required treatment records and reports.

Monitor clients' use of medications.

Maintain confidentiality of records relating to clients' treatment.

Serve as a link between management and employees by handling questions, interpreting and administering contracts and helping resolve work-related problems.

Perform difficult staffing duties, including dealing with understaffing, refereeing disputes, firing employees, and administering disciplinary procedures.

Identify staff vacancies and recruit, interview and select applicants.

Provide current and prospective employees with information about policies, job duties, working conditions, wages, opportunities for promotion and employee benefits.

Conduct exit interviews to identify reasons for employee termination.

04/2010 to 3/2014

Direct Support Professional/ Resource DSP
Community Bridges-Concord N.H.

I am responsible for covering staff that are out, Mentoring other DSP's, Assist new staff on how to use Time America, write daily data and progress notes, Assist Program Managers with a variety of day to day tasks, write profiles, Cover office staff vacations, Scheduling, On call coverage, Variety of tasks given by directors, TAE, matching staff with individuals, printing reports, researching information.

I have a certificate in DSP work, I help run a DSP council to help staff get help get through work struggles, and I am part of a Peer Support Network that contacts all new staff to help with any problems that they may be encountering.

5/2007 to 4/2010

Personal Care
Concord Regional Visiting Nurses- Concord NH

I was responsible for calling in every night to check workload for next day. Traveling throughout NH to provide personal care to elderly in their homes and nursing homes,

completing day to day paperwork, communicating with nurses and family members, reporting any concerns to management.

08/2002 to 03/2007

Paraprofessional
Pittsfield Elementary School- Pittsfield NH

I was responsible for monitoring all students during grade level free time, preparing/modifying school work for children with learning disabilities, assisting students with completing their school work, assist teachers in meeting and classroom prep, and covering other staff that were out.

Education and Training

2013 Certificate: Direct Support
NHTI Concord NH

I took a 20 week course to learn how to build better relationships and better supports for people with disabilities.

October 22, 2013 .6 CEU credit

UNH Promoted From Within: Stepping Up to Supervisor

I took a 1 day leadership class to learn more about how to handle I new position within a company, and how to handle it.

May 22, 2014 .6 CEU credit

UNH Critical Thinking Class

I took a 1 day class on critical thinking and learned how to expand my view and way of thinking in different situations.

June 22, 2018 CBIS

Kathryn Bizier

PROFESSIONAL EXPERIENCE

Brain Injury Association of America - Maine Chapter, Augusta *- NeuroResource Facilitator*

February 2020 - PRESENT

Work with survivors and their support systems to help navigate systems and access resources, Maintain Maine Database, Liaison for New England Rehab Hospital Acute Rehab, ME Childrens Workgroup

Brain Injury Association of New Hampshire, Concord - *NeuroResource Facilitator*

January 2021 - PRESENT

Work with survivors and their support systems to help navigate systems and access resources in NH, Information and Resource Specialist Calls

RSU 5 Community Programs, Freeport — Adult Education *Coordinator*

June 2020 - December 2020

Manage day to day running of High School Diploma, ESOL, Job Skills, and Enrichment programs for Regional School Unit 5

Portland Adult Education, Portland — Instructor

April 2018 - June 2020

Instructor for chemistry, general science, and readings in science to a diverse student body consisting primarily of refugees and asylum seekers

LearningWorks, South Portland — 21st Century Community *Learning Center Director*

October 2017 - June 2020

LearningWorks Director, South Portland - Supervised and evaluated 11 staff, managed federal grant, maintained database and grant reports

Malden Public Schools, Malden, MA — Science Teacher Leader *& Educator*

July 2014 - June 2017

Managed department; designed and led professional development; member of school leadership team, hiring committees & Google 1:1 implementation team; mentored staff; led adoption of NGSS standards; instructor of biology, pathology, environmental science, forensics & chemistry

SKILLS

Resource facilitation

Database management

Supervisory experience

Community partner outreach, engagement, and education

Grant writing, review, & scoring

Federal budget management

Educational leadership

Professional conference presentations

Professional development planning and implementation

CERTIFICATIONS

CITI Training

NAMI Certified - Adult Mental Health First Aid

National Institute for School Leadership's Executive Development Program

Massachusetts Life Sciences Teaching License

Trauma-Informed Resilient Schools Part 1

**Bunker Hill Community College, Boston, MA — Adjunct
Biology Professor**

January 2013 - July 2017

EDUCATION

**University of Southern Maine, Portland, ME — Master of Public
Health; Certificate in Healthcare Quality & Patient Safety**

January 2021 - Present (Expected December 2023)

Current 4.0 GPA; Graduate Research Assistant with Dr. Brenda Joly - Public Health
Evaluation of Northern New England Clinical and Translational Research Center

**Boston College, Chestnut Hill, MA — Master of Education in
Curriculum and Instruction**

August 2008 - December 2009

Earned "Distinction" on Masters Thesis, Awarded Bank of America and
Duvnjak Fellowships, Graduate Assistantship in Study Abroad Office

Colby College, Waterville, ME — Bachelor of Arts

September 2004 - May 2008

Majored in Cellular-Molecular Biology & Biochemistry; Semester Abroad at
The University of Edinburgh, Scotland, President of Colby Dancers, Tutor &
Teaching Lab Assistant Chemistry Department, Admissions Office Employee

PROFESSIONAL DEVELOPMENT & VOLUNTEER WORK

**The Brunswick Landing YMCA - Advisory Board
Member, December 2022 - Present**

**University of Southern Maine - Public Health Advisory
Committee - Member, Student Representative, November 2021 -
Present**

Provide feedback and advice to USM Muskie School Faculty on MPH Program

**The Bicycle Coalition of Maine — Member, Board of Directors,
September 2021 - Present (3 Year Term)**

Governance Committee Member

**MidCoast Hospital - Maine Health Mass COVID Vaccination
Clinic — Volunteer Clinic Manager, February 2021 - October 2021**

Co-manage mass vaccination clinic with Maine Health staff - served as
point person for any issues, assisted with pharmacy admin and more

Morgan Ring

Obtain a position in which I can make a positive contribution to the community and organization as a whole.

Experience

JANUARY 2023 - PRESENT

Program Assistant/Brain Injury Association, Concord, NH

- Support Service Coordinators in a multiplicity of tasks.
- Conduct intakes as needed for new persons within the waived service.
- Track and Organize annual paperwork received and needed for our organization.
- Oversee billing for one of our waived services.

AUGUST 2018 – JANUARY 2023

EFC Program Manager/Community Choices, Concord, NH

- Oversaw home care providers as they supported individual within the homes by doing monthly visits, reviewing paperwork and ensuring the safety and state requirements are met.
- Communicate daily with members of each team which included the individuals, case manager, guardians and other various program managers.
- Initiate and problem solve on an assortment of concerns.

APRIL 2016 – FEBRUARY 2018

Campus Coordinator/Northwestern Mutual, Manchester, NH

- Supported all recruiting efforts of Northwestern Mutual in Northern New England.
- Prepared marketing materials for class talks and career fairs.
- Created prospective referral lists from social media sites (LinkedIn, Facebook, Etc.)
- Promoted the internship opportunity by keeping internet posting up to date and attending career fairs.

SEPTEMBER 2012 – APRIL 2016

Child Care/Day Camp Registrar/The Granite YMCA, Goffstown, NH

- Oversaw billing, registration and general inquiries regarding Child Care and Day Camp Registration.
- Managed an assortment of accounts with multiple components attached with them.
- Trained new members at the Welcome Center as well as being a Professional on Duty when needed.

Skills

- Microsoft Office
- Communication Skills
- Interpersonal Skills
- Problem Solving
- Detailed Orientated
- Organizational Skills
- Leadership Skills
- Ability to delegate and make decisions

Education

MAY 2012

Bachelor of Exercise Science/Colby-Sawyer College, New London, NH