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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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www.dhhs.nh.gov

March 31, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** amendment to an existing contract with Brain Injury Association of New Hampshire (VC#156086-B001), Concord, New Hampshire, for ongoing support of statewide services to individuals with acquired brain injuries and their families by exercising a contract renewal option by increasing the price limitation by \$792,770 from \$792,770 to \$1,585,540 and extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on June 28, 2023, item #53.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	93007016	\$396,385	\$0	\$396,385
2025	102-500731	Contracts for Prog Svc	93007016	\$396,385	\$0	\$396,385
2026	102-500731	Contracts for Prog Svc	93007016	\$0	\$396,385	\$396,385
2027	102-500731	Contracts for Prog Svc	93007016	\$0	\$396,385	\$396,385
			Subtotal	\$792,770	\$792,770	\$1,585,540

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only known vendor able to provide the necessary services, because it is the only brain injury association in New Hampshire. The Contractor has established and maintained a well-known, highly regarded support network that connects individuals with brain injuries and their families with essential resources on a statewide basis.

The purpose of this request is to exercise an available contract renewal option to ensure infrastructure and support of statewide services to individuals with acquired brain injuries and their families in accordance with RSA 137-K:9. The Contractor will continue to provide neuro-resource facilitation, information and referral services, including publication of an online and paper resource directory, support for peer and family support group and services and supports to veterans and New Hampshire National Guard members with brain injuries. Additionally, the Contractor will continue to coordinate all meetings and public hearings in accordance with RSA 137-K:2, including distribution of the annual report.

Approximately 2,000 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractor will implement and manage 12 annual trainings for providers, area agencies, schools, and other service organizations regarding brain injury. Additionally, the Contractor will support the discharge and transition services of newly injured individuals at three (3) discharge clinics located at acute rehabilitation hospitals.

The Department will monitor services by ensuring:

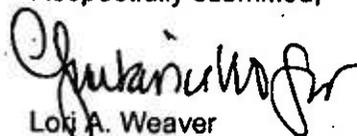
- A minimum of 85 individuals per year are provided 24/7 neuro-resource facilitation services;
- A minimum of 800 individuals per year receive information and referral services;
- A minimum of 175 individuals per year receive brain injury training at the annual Brain Injury Conference;
- A minimum of 100 individuals per year attend statewide peer and family support groups; and
- Review of a comprehensive report detailing attendee satisfaction and the total number of participants for each of the 12 annual trainings.

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

Should the Governor and Council not authorize this request, the Department will be unable to sustain the management of statewide services to individuals with acquired brain injuries and their families.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item 53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.6, Account Number, to read:
TBD
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2027
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,585,540
4. Modify Exhibit B, Scope of Services, Section 1.6., to read:
1.6. Reserved.
5. Modify Exhibit B, Scope of Services, Section 1.7. through Section 1.7.2., to read:
 - 1.7. The Contractor must conduct a minimum of 12 trainings each year of the contract period, conducted through the facilitation of the Monthly Regional Brain Injury Trainings. The Contractor must ensure:
 - 1.7.1. Trainings focus on basic brain injury knowledge;
 - 1.7.2. Trainings include specialty areas, including, but not limited to, substance misuse and challenging behaviors; and
6. Modify Exhibit B, Scope of Services, Section 1.10., to read:
 - 1.10. The Contractor must coordinate and facilitate eight (8) peer and family support groups statewide during each year of the contract, half of which must be held in person, and a minimum of 100 new individuals must attend, virtually or in person.
7. Modify Exhibit B, Scope of Services, Section 1.11., to read:
1.11. Reserved.
8. Modify Exhibit B, Scope of Services, Sections 1.14.1.3. through 1.14.1.5., to read:
 - 1.14.1.3. A minimum of 175 individuals per year receive brain injury training at the annual Brain Injury Conference;
 - 1.14.1.5. A minimum of 100 individuals per year attend peer and family support groups statewide;
9. Modify Exhibit C, Payment Terms; Section 3., to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and beginning with State Fiscal Year 2026, payments shall be in

accordance with the approved line items, as specified in Exhibit C-3, Budget Sheet – Amendment #1.

10. Add Exhibit C-1, Budget Sheet, SFY 2024 – Amendment #1, which is attached hereto and incorporated by reference herein.
11. Add Exhibit C-2, Budget Sheet, SFY 2025 – Amendment #1, which is attached hereto and incorporated by reference herein.
12. Add Exhibit C-3, Budget Sheet, SFY 2026 - 2027 – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

3/27/2025

Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Brain Injury Association of New Hampshire

3/27/2025

Date

Signed by:
Steven Wade
Name: Steven Wade
Title: Executive Director

Initial
SW

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

OFFICE OF THE ATTORNEY GENERAL

3/28/2025

Date

DocuSigned by:
Robyn Guarino
748734844041460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1, Budget Sheet, SFY 2024 - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Brain Injury Association of New Hampshire
Budget Request for:	Services to Support Persons with Acquired Brain Injuries and their Families
Budget Period	SFY 2024 (7/1/23-6/30/24)
Indirect Cost Rate (if applicable)	0.111112668
Line Item	Program Cost - Funded by DHHS - SFY 24
1. Salary & Wages	\$246,375
2. Fringe Benefits	\$86,230
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communication	\$0
8. (b) Other - Education and Training	\$19,300
8. (c) Other - Other (specify below)	\$0
Other (Printing & Design Costs)	\$3,841
Other (Postage)	\$1,000
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$356,746
Total Indirect Costs	\$39,639
TOTAL	\$396,385

Initial
SW

Contractor Initials
Date 3/27/2025

Exhibit C-2, Budget Sheet, SFY 2025 - Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Brain Injury Association of New Hampshire
Budget Request for:	Services to Support Persons with Acquired Brain Injuries and their Families
Budget Period	SFY 2025 (7/1/24-6/30/25)
Indirect Cost Rate (if applicable)	0.111112668
Line Item	Program Cost - Funded by DHHS - SFY 25
1. Salary & Wages	\$246,375
2. Fringe Benefits	\$86,230
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communication	\$0
8. (b) Other - Education and Training	\$19,300
8. (c) Other - Other (specify below)	\$0
Other (Printing & Design Costs)	\$3,841
Other (Postage)	\$1,000
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$356,746
Total Indirect Costs	\$39,639
TOTAL	\$396,385

Initial
SW

Contractor Initials

Date 3/27/2025

Exhibit C-3, Budget Sheet, SFY 2026 - 2027 - Amendment #1

New Hampshire Department of Health and Human Services
Contractor Name: Brain Injury Association of New Hampshire
Budget Request for: Services to Support Persons with Acquired Brain Injuries and their Families
Budget Period: SFY 2026 (7/1/25 - 6/30/26) and SFY 2027 (7/1/26 - 6/30/27)
Average Indirect Cost Rate (if applicable) 15%

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	\$227,944	\$227,944
2. Fringe Benefits	\$79,780	\$79,780
3. Consultants	\$5,458	\$5,458
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$25,500	\$25,500
8. (c) Other - Other (specify below)	\$0	\$0
<i>Other (please specify) Printing & Design Costs</i>	\$5,000	\$5,000
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify) Postage</i>	\$1,000	\$1,000
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$344,682	\$344,682
Total Indirect Costs	\$51,702	\$51,702
Subtotals	\$396,385	\$396,385
TOTAL	\$792,770	\$792,770

Initial
SW

Contractor Initials

Date 3/27/2025

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: 0007091326



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of March A.D. 2025.

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

David M. Scanlan
Secretary of State



Filing History

[Back to Home](#)

Business Name	Business ID
BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE	45571

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0007096953	03/13/2025	03/13/2025	Nonprofit Report	2025
0005010353	09/24/2020	09/24/2020	Nonprofit Report	2020
0004767022	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003156582	08/20/2015	08/20/2015	Nonprofit Report	2015
0000461140	01/06/2011	01/06/2011	Annual Report	2010
0000461139	10/08/2010	10/08/2010	Reminder Letter	N/A
0000461128	04/01/2005	04/01/2005	Annual Report	2005
0000461138	02/10/2000	02/10/2000	Annual Report	2000
0000461137	12/23/1998	12/23/1998	Amendment	N/A

CERTIFICATE OF AUTHORITY

1. Jonathan Lichtenstein hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Brain Injury Assoc of NH
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 17, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Steven Wade (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Brain Injury Assoc NH to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

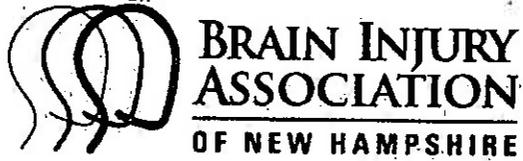
of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. 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: 3/19/25


Signature of Elected Officer
Name: Jonathan Lichtenstein
Title: President

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE



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

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

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

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

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

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

TABLE OF CONTENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>Page No.</u>
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities	4
Consolidated Statements of Functional Expenses	5
Consolidated Statements of Cash Flows	7
Notes to the Consolidated Financial Statements	8

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, 2023 and 2022, 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, 2023 and 2022, 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 30, 2024

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2023 AND 2022**

ASSETS	<u>2023</u>	<u>2022</u>
Current Assets		
Cash and Cash Equivalents	\$ 2,239,337	\$ 1,861,605
Funds Held for Other Entities	59,437	73,744
Grants and Contracts Receivable	254,142	539,399
Prepaid Expenses	<u>14,974</u>	<u>12,274</u>
Total Current Assets	2,567,890	2,487,022
Property and Equipment at Cost, Net of Accumulated Depreciation	<u>794,642</u>	<u>817,954</u>
Total Assets	<u>\$ 3,362,532</u>	<u>\$ 3,304,976</u>
 LIABILITIES AND NET ASSETS		
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 27,472	\$ 28,196
Accrued Expenses	0	6,326
Funds Managed for Other Entities	59,437	73,744
Current Maturity of Long-Term Debt	<u>40,489</u>	<u>40,049</u>
Total Current Liabilities	127,398	148,315
Long-Term Debt, Net of Current Maturity	<u>14,624</u>	<u>55,113</u>
Total Liabilities	142,022	203,428
 NET ASSETS		
Net Assets Without Donor Restrictions	<u>3,220,510</u>	<u>3,101,548</u>
Total Net Assets	<u>3,220,510</u>	<u>3,101,548</u>
Total Liabilities and Net Assets	<u>\$ 3,362,532</u>	<u>\$ 3,304,976</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, 2023 AND 2022**

NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>2023</u>	<u>2022</u>
REVENUE AND SUPPORT		
Program Services Income	\$ 2,572,737	\$ 2,740,404
Grants	68,192	547,219
Contributions	20,448	33,052
Fund Raising	162,067	155,348
PPP Loan Forgiveness	0	326,246
Memberships/Sponsorships	9,385	6,220
Registration Fees	25,000	25,330
Other Revenue	32,557	21,091
Interest Income	23,246	320
Special Events - Bingo	0	1,265,893
Employee Retention Credits (ERC)	<u>410,461</u>	<u>0</u>
Total Revenue and Support	3,324,093	5,121,123
EXPENSES		
Program Services	2,722,166	2,621,382
Management and General	448,814	442,088
Fund Raising	34,151	30,755
Special Events - Bingo	<u>0</u>	<u>1,226,755</u>
Total Expenses	<u>3,205,131</u>	<u>4,320,980</u>
Change in Net Assets Without Donor Restrictions	118,962	800,143
Net Assets Without Donor Restrictions at Beginning of Year	<u>3,101,548</u>	<u>2,301,405</u>
Net Assets Without Donor Restrictions at End of Year	<u>\$ 3,220,510</u>	<u>\$ 3,101,548</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, 2023**

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2023</u>
Salaries and Wages	\$ 1,806,031	\$ 301,356	\$ 0	\$ 2,107,387
Employee Benefits	244,801	40,848	0	285,649
Payroll Taxes	133,305	22,244	0	155,549
Rent Expense	293	73	5,420	5,786
Utilities	10,022	2,505	0	12,527
Repairs and Maintenance	59,828	14,957	467	75,252
Travel Expense	57,107	8,158	1,849	67,114
Telephone	26,019	6,504	0	32,523
Office Expense and Postage	41,107	10,277	1,379	52,763
Printing and Design	23,098	3,300	2,544	28,942
Conferences and Training	46,392	5,154	33	51,579
Dues and Subscriptions	22,764	2,529	50	25,343
Insurance	20,291	2,899	0	23,190
Professional Fees	52,475	7,497	0	59,972
Marketing and Advertising	1,403	0	0	1,403
Special Events	0	0	450	450
Donations	0	6,715	159	6,874
Contract Services	148,749	0	21,800	170,549
Service Fees	0	5,735	0	5,735
Real Estate Taxes	426	107	0	533
Interest Expense	0	942	0	942
	<u>2,694,111</u>	<u>441,800</u>	<u>34,151</u>	<u>3,170,062</u>
Total Before Depreciation				
Depreciation	<u>28,055</u>	<u>7,014</u>	<u>0</u>	<u>35,069</u>
Total Functional Expenses	<u>\$ 2,722,166</u>	<u>\$ 448,814</u>	<u>\$ 34,151</u>	<u>\$ 3,205,131</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, 2022

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total 2022</u>
Salaries and Wages	\$ 1,734,560	\$ 289,431	\$ 0	\$ 2,023,991
Employee Benefits	257,252	42,925	0	300,177
Payroll Taxes	129,214	21,561	0	150,775
Rent Expense	0	0	7,050	7,050
Utilities	9,695	2,424	0	12,119
Repairs and Maintenance	51,988	12,997	375	65,360
Travel Expense	50,253	7,179	221	57,653
Telephone	23,935	5,984	0	29,919
Office Expense and Postage	28,720	7,180	1,393	37,293
Printing and Design	18,444	2,635	2,642	23,721
Conferences and Training	30,606	3,400	20	34,026
Dues and Subscriptions	24,482	2,720	180	27,382
Insurance	19,330	2,761	0	22,091
Professional Fees	52,591	7,513	0	60,104
Marketing and Advertising	5,710	0	0	5,710
Special Events	0	0	450	450
Donations	0	16,408	168	16,576
Contract Services	155,662	0	18,208	173,870
Service Fees	0	8,737	48	8,785
Real Estate Taxes	3,942	986	0	4,928
Interest Expense	0	998	0	998
Total Before Depreciation	2,596,384	435,839	30,755	3,062,978
Depreciation	24,998	6,249	0	31,247
Total Functional Expenses	<u>\$ 2,621,382</u>	<u>\$ 442,088</u>	<u>\$ 30,755</u>	<u>\$ 3,094,225</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, 2023 AND 2022

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2023</u>	<u>2022</u>
Change in Net Assets	\$ 118,962	\$ 800,143
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities		
Depreciation	35,069	31,247
(Increase) Decrease in:		
Grants and Contracts Receivable	285,257	(166,950)
Prepaid Expenses	(2,700)	(10,534)
Increase (Decrease) in:		
Accounts Payable	(724)	19,374
Accrued Expenses	(6,326)	(143,674)
Funds Managed for Other Entities	(14,307)	11,453
Bingo Carryover Prizes	0	(753)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>415,231</u>	<u>540,306</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(11,757)</u>	<u>(27,443)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(11,757)</u>	<u>(27,443)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds	0	19,341
Loan Repayments	(40,049)	(36,273)
PPP Loan Forgiveness	0	(326,246)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(40,049)</u>	<u>(343,178)</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	363,425	169,685
BEGINNING CASH AND CASH EQUIVALENTS	<u>1,935,349</u>	<u>1,765,664</u>
ENDING CASH AND CASH EQUIVALENTS	<u>\$ 2,298,774</u>	<u>\$ 1,935,349</u>
SUPPLEMENTAL DISCLOSURES		
Interest Paid	<u>\$ 942</u>	<u>\$ 998</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, 2023 AND 2022**

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, 2023 AND 2022**

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. Cash equivalents include funds placed with a brokerage firm for the purchase of six certificates of deposit with multiple banks as of December 31, 2023.

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 \$ 1,403 and \$ 5,710 for the years ended December 31, 2023 and 2022 respectively.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE A –SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Concentration of Credit Risk

The Organization currently maintains several cash accounts at two area financial institutions. The accounts held at these financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$ 250,000 per depositor. As of December 31, 2022 and 2021, there were uninsured cash balances of \$ 1,120,358 and \$ 1,242,128 respectively. Management believes that the potential credit risk of having bank deposits in excess of FDIC limits 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 \$ 141,530 and \$ 128,636 to the plan for the years ended December 31, 2023 and 2022 respectively.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE D – PROPERTY AND EQUIPMENT AND ACCUMULATED DEPRECIATION

The following is a summary of property and equipment at December 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Land	\$ 77,989	\$ 77,989
Buildings and Improvements	738,249	738,249
Furniture and Fixtures	15,905	15,905
Equipment	90,519	78,762
Computer Software	<u>110,000</u>	<u>110,000</u>
 Total Property and Equipment	 1,032,662	 1,020,905
 Less: Accumulated Depreciation	 <u>(238,020)</u>	 <u>(202,951)</u>
 Net Property and Equipment	 \$ <u>794,642</u>	 \$ <u>817,954</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. As of January 1, 2024, the Association has assumed full responsibility for the conference, becoming part of their program services. 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, 2023 and 2022 are \$59,437 and \$73,744 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, 2023 and 2022, 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, 2023 AND 2022**

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>2023</u>	<u>2022</u>
Cash and Cash Equivalents	\$ 2,239,337	\$ 1,861,605
Funds Held for Other Entities	59,437	73,744
Grants and Contracts Receivable	<u>254,142</u>	<u>539,399</u>
Financial Assets at Year-End	2,552,916	2,474,748
Less: Assets Unavailable for General Expenditures within One Year, Due to:		
Current Liabilities	(67,961)	(74,571)
Fiscal Stewardship	<u>(59,437)</u>	<u>(73,744)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures within One Year	\$ <u>2,425,518</u>	\$ <u>2,326,433</u>

NOTE H – BINGO ACTIVITIES

Under a license from the State of New Hampshire, the Organization ran weekly bingo games as a fund raising activity under a lease agreement to rent a hall in Hudson, New Hampshire. During the lease term, the daily rental rate as permitted by the New Hampshire Pari-Mutuel Commission was \$ 3.50 per person for the first 366 persons and \$ 2.50 for each additional person. As of January 1, 2023, the Organization permanently suspended its participation in bingo activities for fund raising purposes.

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, 2023 AND 2022**

NOTE I – NOTES PAYABLE (CONTINUED)

for the years ended December 31, 2023 and 2022 was \$ 595 and \$ 956 respectively. The outstanding principal balances as of December 31, 2023 and 2022 were \$ 39,801 and \$ 76,128 respectively.

The Organization entered into an equipment lease agreement with a finance company in November 2022 for a Sharp copier. The term of the lease is for sixty months, with a monthly lease payment of \$ 339.00, and an imputed interest rate of approximately 2.00%. The interest expense for the years ended December 31, 2023 and 2022 was \$ 347 and \$ 32 respectively. The outstanding principal balances as of December 31, 2023 and 2022 were \$ 15,312 and \$ 19,034 respectively.

	<u>2023</u>	<u>2022</u>
Total Long-Term Debt	\$ 55,113	\$ 95,162
Less: Current Maturity	<u>(40,489)</u>	<u>(40,049)</u>
Net Long-Term Debt	\$ <u>14,624</u>	\$ <u>55,113</u>

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

Years ending December 31,

2024	\$ 40,489
2025	6,981
2026	3,951
2027	<u>3,692</u>
Total	\$ <u>55,113</u>

NOTE J – PAYCHECK PROTECTION PROGRAM (PPP) LOAN

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 Organization applied to the lender for full forgiveness of the loan and in February 2022, the loan was forgiven by the SBA and, in turn, the entire principal amount plus accrued interest of \$ 3,266, totaling \$ 326,246, was remitted to the lender. The Organization reclassified the liability, considered to be a refundable advance, as grant revenue for the year ended December 31, 2022.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
 NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
 DECEMBER 31, 2023 AND 2022**

NOTE K - EMPLOYEE RETENTION CREDIT

The Employee Retention Credit (ERC) is a refundable tax credit for certain eligible businesses and tax-exempt organizations with employees that were affected during the COVID-19 pandemic. The credit is available to eligible employers that paid qualified wages to some or all employees after March 12, 2020 and before January 1, 2022. Employers that qualify are those that were shut down due to a government order, or when they had the required decline in gross receipts during certain eligibility periods in 2020 and 2021, or they qualified as a recovery startup business for the third or fourth quarters of 2021.

The Organization successfully applied for the Employee Retention Credit for tax years 2020 and 2021. The following illustrates the amounts received during 2023 for those years:

	<u>2020</u>	<u>2021</u>
Credits	\$ 59,975	\$ 310,421
Interest	<u>7,364</u>	<u>32,701</u>
Totals	\$ <u>67,339</u>	\$ <u>343,122</u>

There is an outstanding credit request for the quarter ended June 30, 2020 of \$ 136,085 that may not be processed by the federal government.

NOTE L - HEALTH REIMBURSEMENT ARRANGEMENT

Health Reimbursement Arrangements (HRA) are account-based and employer-funded group health plans from which employees, who participate in the Organization's health insurance plan, are reimbursed tax-free for qualified medical expenses up to a fixed dollar amount per year. Each year these participating employees start with a new deductible reimbursement amount determined by the Organization upon its renewal of health insurance coverage. The account-based group health plan is owned and funded by the Organization and is integrated with individual health insurance coverage.

The Organization is required to file Federal Form 720 annually to report and pay the patient-centered outcomes research fee (PCOR), which is imposed on plan sponsors of applicable self-insured health plans, based on the average number of lives covered under the specified plan for that plan year.

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 and not quantified at this time.

**BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE AND AFFILIATES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022**

NOTE N – 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.

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)*, referred to as ASC 842, which requires that for all leases with terms of more than twelve months at the commencement date, entities must recognize a right-of-use asset and a lease liability for the term of the lease. The new standard requires lessees to classify all leases as either financing or operating, which is relevant for proper expense recognition. This pronouncement has been adopted for fiscal years beginning after December 15, 2021, which would be effective for the year ended December 31, 2022. The adoption of ASU 2016-02 did not materially impact the accompanying financial statements or the recognition of lease costs therein. Reference Note I for the equipment lease agreement recorded as a capital lease obligation.

NOTE O – 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, 2023, 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 P – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through July 30, 2024, the date which the financial statements were available to be issued.

Brain Injury Association of New Hampshire
2024-2025 OFFICERS/EXECUTIVE COMMITTEE

EXECUTIVE OFFICERS

PRESIDENT:

Jonathan Lichtenstein, Psy.D., MBA

VICE-PRESIDENT:

Heather Rousseau

TREASURER:

Garry Sherry

SECRETARY:

Tricia Desrocher, PT, MS, CSRS

FAMILY COUNCIL REPRESENTATIVE:

Jeannine Romco

Diane Schreck

SURVIVOR COUNCIL REPRESENTATIVE:

Paul Van Blarigan

**PROFESSIONAL/PROVIDER COUNCIL
REPRESENTATIVE:**

Eldon Munson, Jr.

EXECUTIVE DIRECTOR:

Steven D. Wade

IMMEDIATE PAST PRESIDENT:

Robin Kenney, EdD

DIRECTORS

TERM ENDING 2025

Nicola Beauregard, PT, DPT, MSHA

Alana Cullen, BA, QBIAP

Philip Girard

TERM ENDING 2026

Patricia Ciarfella

Kyla Constant

Tiffany Crowell, RNBC

Gina England, MA, CC-SLP

Holly Haines

Philip Viar

TERM ENDING 2027

Bob Giuda

Mikal Payne

Lorene Reagan

Jonathan Routhier

EX OFFICIO

Jeremiah Donovan, MBA, CBIS

Josh Gehling, M.Ed

Michael Palmieri, President/CEO

STEVEN D. WADE

Background Summary

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

Employment History

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

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

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

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

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

Related Skills/Experience

BRAIN INJURY NATIONAL LEADERSHIP

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

FUND-RAISING AND DEVELOPMENT

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

SPECIAL EVENT FUND-RAISING

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

COMMUNITY ORGANIZING AND TEAM BUILDING

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

PUBLIC RELATIONS AND COMMUNICATIONS

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

Steven D. Wade, page 2

Education

Master of Business Administration, September, 1983

Babson College, Wellesley, MA

Two years of full-time study in Organizational Development

Certificate of Organization Management, August, 1980

University of Georgia, Institutes for Organization Management

Bachelor of Arts, May, 1976

University of New Hampshire, Durham, NH

Major in Political Science, with emphasis on state politics

Activities

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

ERIN P. HALL

PROFESSIONAL EXPERIENCE

1999 - Present

BRAIN INJURY ASSOCIATION OF NEW HAMPSHIRE
Associate Executive 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, develop 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

Erin P. Hall,

Page 2

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 Human Services, Manchester New Hampshire
Workshop: "But He Looks Fine... Invisible Trauma"

Erin P. Hall

Page 3

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

Krystal L. Chase, LICSW, CBIS

Professional: 52 Pleasant St. Concord, NH 03301 | 603-568-6284 | krystal@bianh.org

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.

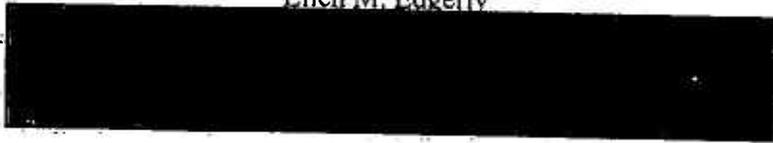
Psychiatric Rehabilitation Specialist | Greater Nashua Mental Health Center - Nashua, NH | March 2010-December 2012

- 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.

Ellen M. Ederly



Professional Profile

Name: Ellen M. Ederly

Business Address: Brain Injury Association of New Hampshire
52 Pleasant Street, Concord, New Hampshire 03301

Current Position:

- Public Policy and Legislative Community Organizer
- Statewide Brain Injury Support Group Coordinator
- Chair, NH Caregiver's Conference
- Administrator, Brain and Spinal Cord Injury Advisory Council
- Special Projects

Professional Experience

- February 1992-February 2015, Family Brain Injury Advocate to Daughter Sara
- September 1994-May 1995, Institute on Disability Family Leadership Series- University of New Hampshire
- September 1995 – June 1998, Board of Directors, New Hampshire Alliance For Assistive Technology
- May 1996-September 1996, The New Hampshire Leadership Series on Managed Care-University of New Hampshire
- November 1996-December 1996-New Approaches to Family Support; A program for Facilitators of Family Support, University of New Hampshire
- January 21, 1997-December 31, 1997, Assistive Technology Funding & Systems Change Project Leadership Training
- Board of Directors, Brain Injury Association of New Hampshire, Concord, NH 1996-1998
- September 1996-2000, Community Partners Family Support Council
- May 1997-November 1997, The New Hampshire Leadership Series on Special Education, University of New Hampshire
- May 2005, Ellen Hayes Award Recipient, Brain Injury Association of NH

- November 1998-Present; Brain Injury Association of New Hampshire, Public Policy Community Organizer, Support Group Coordinator for Statewide Brain Injury Support Groups,
- September 2003-May 2004, Institute on Disability Family Leadership Series- University of New Hampshire
- July 2006 – July 2010, HRSA TBI Grant Coordinator
- September 2006-Present; Chair, Coalition of Caring Planning Committee/Lead Coordinator for Statewide Caregivers Conference
- August 2013-2016, Camp Coordinator for BI Survivor camp in conjunction with Camp Allen.
- September 2013 – 2016, Camp Coordinator for Newfound Lake Caregiver's Respite Camp
- February 2014-February 2020, Disability Legislative Leadership Training Coordinator
- July 2019 -2022 Information and Referral Specialist, BIANH
- November 1998-Present; BIANH Special Projects

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

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Brain Injury Association of New Hampshire

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Steven Wade	Executive Director	\$55,645.00	\$158,974.00
Erin Hall	Associate Executive Director	\$58,980.00	\$134,035.00
Krystal Chase	Director of Programs and Services	\$41,797.00	\$94,994.00
Ellen Edgerly	Community Organizer	\$25,693.00	\$74,485.00
Jennifer Waterhouse	NRF Program & I&R Specialist	\$45,829.00	\$61,110.00

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

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

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

June 12, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** contract with Brain Injury Association of New Hampshire (VC#156086-B001), Concord, New Hampshire, in the amount of \$792,770 to provide services to support persons with acquired brain injuries and their families, with the option to renew for up to four (4) additional years, effective July 1, 2023 upon Governor and Council approval through June 30, 2025, 100% General Funds.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-93-9300100-7016 HEALTH AND SOCIAL SERVICE, HEALTH AND HUMAN SVCS DEPT, HHS, DLTSS, DEVELOPMENTAL SVCS, DIV OF DEVELOPMENTAL SVCS, ACQUIRED BRAIN DISORDER SERVICES.

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	93007016	\$396,385
2025	102-500731	Contracts for Prog Svc	93007016	\$396,385
			Total	\$792,770

EXPLANATION

This request is **Sole Source** because the Contractor is the only known contractor able to provide the necessary service. The Contractor is the only Brain Injury Association in New Hampshire and has established and maintained a well-known, highly regarded support network which connects individuals with brain injuries and their families with essential resources on a statewide basis.

The purpose of this request is provide statewide services to individuals with acquired brain injuries as well as their families. The Contractor will provide monthly trainings to providers, area agencies, schools and other service organizations regarding brain injury and provide discharge/transition services to newly injured individuals through three (3) discharge clinics located at acute rehabilitation hospitals.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Approximately 1,154 individuals will be served during State Fiscal Years 2024 and 2025.

The Contractor will provide services which include neuro-resource facilitation, information and referral services, support for peer and family support groups, services and supports to veterans and New Hampshire National Guard members with brain injuries, publication of a resource directory, implementation of monthly brain injury trainings, hospital outreach and development of hospital discharge planning clinics, coordination for Bureau of Developmental Services quarterly brain injury coordinator meetings, and coordination and participation in the eligibility process for the Acquired Brain Disorder's Waiver.

This contract will allow the Department to continue to operate the Brain and Spinal Cord Injury Surveillance Registry. State of New Hampshire RSA 137-K:5 (Chapter 249:6, Laws of 1999, HB 615) directs all facilities to provide a report to the registry regarding all brain and spinal cord injuries diagnosed or being treated. The Contractor will provide the resources to continue to publish the Brain and Spinal Cord Injury Report, hospital outreach and injury prevention.

The Department will monitor Contractor performance by ensuring:

- A minimum of 85 individuals per year are provided 24/7 neuro-resource facilitation services.
- A minimum of 800 individuals per year receive information and referral services.
- A minimum of 100 individuals per year receive brain injury training at the annual Brain Injury Conference.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, over 1,100 individuals with brain injuries and their families may not receive needed supports and services, including neuro-resource facilitation, information and referral, education, and peer, family, and community support funds which allow them to live a dignified and independent life within the community. In addition, the State may be out of compliance with the State of New Hampshire Revised Statutes Annotated 137:K, which mandates the establishment of a Brain and Spinal cord Injury and Surveillance Registry.

Area served: Statewide

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

FORM NUMBER P-37 (version 12/11/2019)

Subject: Services to Support Persons with Acquired Brain Injuries and their Families (SS-2024-DLTSS-02-SERVI-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Brain Injury Association of New Hampshire		1.4 Contractor Address 52 Pleasant St, Concord, NH, 03301	
1.5 Contractor Phone Number (603) 225-8400	1.6 Account Number 05-95-93-9300100-7016	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$792,770
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Steven D. Wade Date: 6/12/2023		1.12 Name and Title of Contractor Signatory Steven D. Wade Executive Director	
1.13 State Agency Signature DocuSigned by: Melissa Hardy Date: 6/12/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
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: <u>Robyn Guano</u> On: 6/14/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials SDW
Date 6/12/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State, hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State of the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023, upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Neuro-Resource Facilitation (NRF) services to individuals with an acquired brain injury, twenty-four hours per day, seven days per week.
- 1.2. The Contractor must ensure services are available Statewide.
- 1.3. The Contractor must provide statewide information and referral services to the community Monday through Friday from 8:30 AM - 4:30 PM.
- 1.4. The Contractor must provide individuals with an acquired brain injury and their families services which support productive and meaningful lives within the community. The Contractor must:
 - 1.4.1. Provide community coordination (outreach and information) and develop and conduct three (3) Discharge Planning Clinics in acute and rehabilitation hospitals for individuals with acquired brain disorder each year of the contract period for a total of six (6) clinics.
 - 1.4.2. Provide NRF services to a minimum of eighty-five (85) individuals with acquired brain injuries to identify and connect the individuals to appropriate resources within the community, each year of the contract period, as well as provide on-call capacity, twenty-four hours per day, seven days per week.
- 1.5. The Contractor must plan, coordinate and conduct educational trainings for individuals with brain injuries, their families and professionals. Educational trainings must include:
 - 1.5.1. Annual one (1) full-day conference on brain injuries for individuals with brain injuries, their families and professionals each year of the contract period;
 - 1.5.2. Annual one (1) full-day Family Caregiver Conference to increase capacity to support individuals with brain injury within the community each year of the contract period and provide Family Caregiver training to a minimum of one hundred (100) individuals at the conference each year; and
 - 1.5.3. Community outreach and training to area agencies and provider staff with a focus on basic brain injury knowledge as well as specialty areas, including but not limited to:
 - 1.5.3.1. Substance misuse.
 - 1.5.3.2. Challenging behaviors.
- 1.6. The Contractor must conduct a needs assessment and develop a plan_{os} for

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

- supporting justice involved persons with brain injury, both youth and adults:
- 1.7. The Contractor must conduct a minimum of twelve (12) monthly trainings each year of the contract period, resulting in a minimum of twenty-four (24) monthly trainings, conducted through the facilitation of the Monthly Regional Brain Injury Trainings. The Contractor must ensure:
 - 1.7.1. Every other month training focuses on basic brain injury knowledge;
 - 1.7.2. Alternate month training focuses on specialty areas, including but not limited to substance abuse; and
 - 1.7.3. Training participants complete a pre- and post-training survey that measures increases in knowledge base.
 - 1.8. The Contractor must ensure at least 400 information packets are distributed to individuals with brain injuries and their families.
 - 1.9. The Contractor must ensure 5,000 copies of the Brain Injury Resource Directory are published and content is provided online.
 - 1.10. The Contractor must coordinate and facilitate fourteen (14) peer and family support groups throughout the State each year of the contract period, for a total of twenty-eight (28) support groups.
 - 1.11. The Contractor must develop and maintain a Brain Injury Community Support Program to provide individuals with brain injuries and their families, financial assistance in order to support and improve the individual's health and personal growth, as well as participate in and vocational activities.
 - 1.12. The Contractor must provide coordination and support for the Brain and Spinal Cord Injury Advisory Council.
 - 1.13. The Contractor must provide services and supports to Veterans and NH National Guard Members with brain injuries, as well as linkage to other ABD services, an online resource center, a helpline and family support.
 - 1.14. Performance Measures
 - 1.14.1. The Department will monitor Contractor performance by ensuring:
 - 1.14.1.1. A minimum of 85 individuals per year are provided 24/7 NRF services;
 - 1.14.1.2. A minimum of 800 individuals per year receive information and referral services;
 - 1.14.1.3. A minimum of 100 individuals per year receive brain injury training at the annual Brain Injury Conference;
 - 1.14.1.4. A minimum of 400 information packets are distributed to individuals with brain injuries and their families;

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

- 1.14.1.5. A minimum of 14 individuals per year receive peer and family support group services;
- 1.14.1.6. 5,000 copies of the Brain Injury Resource Directory are published and content provided online; and
- 1.14.1.7. Eighty-five percent (85%) of participants will indicate an increase in knowledge base specific to the training attended.

2. Exhibits Incorporated

- 2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

SDW

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

services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations, of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:

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

- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions; labor time cards; payrolls, and other records requested or required by the Department.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

5. Background Checks

- 5.1. Prior to permitting any individual to provide services under this Agreement, the selected Contractor must ensure that said individual has undergone:
 - 5.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 5.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 5.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with

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

results indicating no evidence of behavior that could endanger individuals served under this Agreement.

6. Privacy Impact Assessment

6.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 6.1.1. How PII is gathered and stored;
- 6.1.2. Who will have access to PII;
- 6.1.3. How PII will be used in the system;
- 6.1.4. How individual consent will be achieved and revoked; and
- 6.1.5. Privacy practices.

6.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items in budgets the Contractor shall submit for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, signed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bdsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract

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

EXHIBIT C

completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Brain Injury Association of NH

6/12/2023

Date

DocuSigned by:

Steven D. Wade

Name: Steven D. Wade

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Brain Injury Association of NH

6/12/2023

Date

DocuSigned by:

Steven D. Wade

Name: Steven D. Wade

Title: Executive Director

Vendor Initials **SDW**
Date 6/12/2023

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Brain Injury Association of NH

6/12/2023

Date

DocuSigned by:
Steven D. Wade
Name: STEVEN D. Wade
Title: Executive Director

Contractor Initials SDW
Date 6/12/2023

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Brain Injury Association of NH

6/12/2023

Date

DocuSigned by:

Steven D. Wade

Name: Steven D. Wade

Title: Executive Director

Exhibit G

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

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Brain Injury Association of NH

6/12/2023

Date

DocuSigned by:

Steven D. Wade

Name: Steven D. Wade

Title: Executive Director

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New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions**

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

3/2014

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Date 6/12/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

SDW

Date 6/12/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

3/2014

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Date 6/12/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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3/2014

Contractor Initials

Date 6/12/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

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Date 6/12/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

Brain Injury Association of NH

The State by:

Name of the Contractor

Melissa Hardy

Steven D. Wade

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Steven D. Wade

Name of Authorized Representative
Director, DLTS

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/12/2023

6/12/2023

Date

Date

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Contractor Initials

6/12/2023
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Brain Injury Association of NH

6/12/2023

Date

DocuSigned by:

Steven D. Wade

Name: STEVEN D. wade

Title: Executive Director

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The UEI (SAM.gov) number for your entity is: QU3YANZ6AKD9
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov