



Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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June 15, 2026

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 contract with Brain Injury Association of New Hampshire (VC #156086), Concord, NH, in the amount of \$277,095 to provide transitional case management services to individuals determined to be eligible for Money Follows the Person program, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through December 31, 2027. 75% Federal Funds. 25% General Funds.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, 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.

05-095-048-481010-89200000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-BUR ADULT & AGING; GRANTS FOR SOCIAL SVC PROG; MONEY FOLLOWS THE PERSON

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	074-500589	Grants For Pub Asst & Relief	48108926	\$184,730
2028	074-500589	Grants For Pub Asst & Relief	48108926	\$92,365
			Total	\$277,095

EXPLANATION

The purpose of this request is for the Contractor to provide transitional case management services to individuals determined to be eligible for the Money Follows the Person (MFP) program while residing in qualified inpatient facilities, and to assist those individuals in successfully transitioning to community-based residences. The Contractor will also provide targeted case management services to individuals participating in the MFP program for the entirety of the 365-day MFP program period following transition into the community.

The Department anticipates approximately 35 individuals will receive transitional case management services during State Fiscal Years 2027 and 2028.

The Contractor will serve individuals who are over the age of sixty (60) or between the ages of eighteen (18) and sixty (60) with a chronic illness or disability, who meet Medicaid long term care medical and financial eligibility criteria, have a qualifying stay at an inpatient facility for at least sixty (60) continuous days, and are assessed to need assistance to transition to a community-based setting. The Contractor will support individuals pre-transition by conducting a comprehensive assessment of the individual's strengths and needs, developing risk mitigation and contingency plans, collaborating with the individual and the facility to develop transition and care plans, and coordinating care with community providers. The Contractor will support individuals following community transition through increased monthly contact, monthly care plan reviews, assistance with accessing additional benefits, and overseeing the delivery and effectiveness of services provided to the individual. These services are required to support New Hampshire's approved MFP Operational Protocol and federal reporting and participant monitoring requirements.

The Department will monitor services by:

- Meeting with the Contractor monthly to monitor performance trends, progress on deliverables and proactively identify improvements to achieve outcomes.
- Reviewing the monthly and annual report submitted by the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from April 16, 2026, through May 15, 2026. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached 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.

Should the Governor and Council not authorize this request, the Department will be unable to provide transitional case management services to MFP participants, impacting the ability to transition eligible individuals from higher cost institutional settings to community-based settings, consistent with the federal MFP objective and efforts to support participant choice while reducing reliance on institutional care.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.791, FAIN #1LICMS331877.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFA-2027-DLTSS-03-MFPTC

Project Title Money Follows the Person Transitional Case Management

	Maximum Points Available	The Brain Injury Association of New Hampshire
Technical		
Ability (Q1)	400	385
Experience & Knowledge (Q2)	300	275
Capacity (Q3)	300	275
TOTAL POINTS	1000	935
TOTAL PROPOSED VENDOR COST		<i>Not Applicable - No Cost</i>

Reviewer Name	Title
1 Lisa Dunham	Administrator IV
2 Heidi Petzold	Long Term Care Quality Assurance Coordinator
3 Laurie Heath	Finance Administrator III

Subject: Money Follows the Person Transitional Case Management RFA-2027-DLTSS-03-MFPTC-01


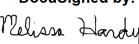
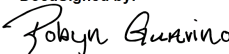
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Street Concord, NH 03301	
1.5 Contractor Phone Number (603)225-8400	1.6 Account Unit and Class TBD	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$277,095
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:  Date: 6/11/2026		1.12 Name and Title of Contractor Signatory Erin Hall Associate Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 6/11/2026		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:  On: 6/16/2026			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Money Follows the Person Transitional Case Management
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:
 - 3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. 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.
- 1.2. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
 - 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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:
 - 12.5. 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
Money Follows the Person Transitional Case Management
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide transitional case management services to individuals who are over the age of sixty (60) or between the ages of eighteen (18) and sixty (60) with a chronic illness or disability, who meet Medicaid long term supports and services (LTSS) medical and financial eligibility criteria, are residing in qualified Money Follows the Person (MFP) institution for at least sixty (60) continuous days, are assessed to need assistance to transition into a community-based setting have been referred to the Contractor from the Department (hereinafter "participants") and determined to be eligible for participation in the MFP program.
- 1.2. The Contractor must provide services statewide.
- 1.3. The Contractor must provide MFP Transitional Case Management services during business hours, 8:00 AM to 5:00 PM, Monday through Friday.
- 1.4. The Contractor must maintain a toll-free telephone line that is operational twenty-four (24) hours a day, seven (7) days a week for participant outreach.
 - 1.4.1. The Contractor must maintain policies and procedures related to after-hours response and escalation and provide such policies and procedures to the Department upon request.
 - 1.4.2. The Contractor must provide guidance to participants and their support teams on how to access after-hours assistance, including appropriate use of emergency services, crisis response services and service providers as appropriate.
- 1.5. **Pre-Transition Services**
 - 1.5.1. The Contractor must accept referrals for MFP Transitional Case Management services from the Department under this Agreement unless the Contractor notifies the Department of a conflict of interest
 - 1.5.2. The Contractor must confirm receipt and acceptance of the initial referral within two (2) business days of the date in which the Contractor receives the notification from the Department.
 - 1.5.3. The Contractor must conduct and document a person-centered face-to-face comprehensive assessment of the MFP participant's strengths and needs utilizing the MFP Community Transition Assessment and Plan provided by the Department within fifteen (15) business days of receiving the initial referral, unless a later date is approved by the Department.
 - 1.5.4. The Contractor must use the MFP Community Transition Assessment and Plan in conjunction with the participant's most recent Minimum Data Set (MDS), Medical Eligibility Assessment (MEA) and/or ^{DS}Pre-

EH

**New Hampshire Department of Health and Human Services
Money Follows the Person Transitional Case Management
EXHIBIT B**

Admission Screening and Resident Review (PASRR) to help inform the development of the Initial Care Plan.

- 1.5.5. The Contractor must complete a Risk Identification and Mitigation Plan (RIMP) with the participant and use the information gathered to help inform completion of the participant's Contingency Plan as specified in 1.5.13.
- 1.5.6. The Contractor must confirm Medicaid and Choices for Independence (CFI) Waiver eligibility for the participant and support completion of requirements, if applicable.
- 1.5.7. The Contractor must collaborate with the institution to schedule and complete functional ability assessments related to participant skills needed for community living.
- 1.5.8. The Contractor must meet face-to-face, in person, with the participant twice monthly to discuss and provide transition coordination, which must include, but is not limited to:
 - 1.5.8.1. Convening and facilitating person-centered service planning meetings.
 - 1.5.8.2. Actively engaging and recruiting formal and informal support providers to participate in both the transition and service delivery.
 - 1.5.8.3. Facilitating the transition from the institutional setting to community-based living.
 - 1.5.8.4. Coordinating any other person-centered activities that are needed to support the participant's transition to a community-based setting.
- 1.5.9. The Contractor must work with the participant and their care team to develop a care plan and identify goals and objectives to address the medical, social and other services needed by the participant.
- 1.5.10. The Contractor must work with the participant to identify and engage the participant's support team members as applicable, including:
 - 1.5.10.1. Institution staff;
 - 1.5.10.2. Informal supports;
 - 1.5.10.3. Community based service providers; and
 - 1.5.10.4. Housing navigators.
- 1.5.11. The Contractor must collaborate with the participant and other members of the participant's support team to develop the participant's transition plan, which must include:

**New Hampshire Department of Health and Human Services
Money Follows the Person Transitional Case Management
EXHIBIT B**

- 1.5.11.1. Participant preferences;
- 1.5.11.2. Person-Centered Goals;
- 1.5.11.3. Needed Services; and
- 1.5.11.4. Transition Target date.
- 1.5.12. The Contractor must facilitate transition planning meetings for the participant, which must include:
 - 1.5.12.1. An initial transition planning meeting, in order to:
 - 1.5.12.1.1. Identify a transition date;
 - 1.5.12.1.2. Outline tasks; and
 - 1.5.12.1.3. Assign roles and responsibilities.
 - 1.5.12.2. Ongoing transition planning meetings, in order to:
 - 1.5.12.2.1. Confirm discharge date; and
 - 1.5.12.2.2. Review and modify the transition plan, role assignments and tasks as needed.
- 1.5.13. The Contractor must develop and monitor a Contingency Plan for services outlined in the participant's care plan in the event normally scheduled providers are not available.
- 1.5.14. The Contractor must assist the participant to connect with the following services at the participant's request:
 - 1.5.14.1. Medical services;
 - 1.5.14.2. Behavioral health services;
 - 1.5.14.3. Social, educational or other programs; and
 - 1.5.14.4. Additional resources and services that address identified needs and/or support achievement of the participant's goals.
- 1.5.15. The Contractor must support the participant by:
 - 1.5.15.1. Facilitating the choice and selection of service providers to deliver services; and
 - 1.5.15.2. Conducting outreach to providers to confirm capacity and ability to provide services.
- 1.5.16. The Contractor must provide pre-transition support as outlined in Exhibit B-1 - Medicaid Billable Supplemental Services for the following:
 - 1.5.16.1. Transportation that has been arranged by Housing Navigators for home visits that allow participants to view

New Hampshire Department of Health and Human Services
Money Follows the Person Transitional Case Management
EXHIBIT B

available housing options in the community prior to transition;

1.5.16.2. Housing application and related fees including criminal background checks, credit checks and vital record request fees;

1.5.16.3. Home accessibility modifications;

1.5.16.4. Home cleaning and/or pest eradication;

1.5.16.5. Security deposits;

1.5.16.6. Utility deposits; and

1.5.16.7. Securing items needed to establish a household.

1.5.17. The Contractor must coordinate all furniture and equipment delivery and set up.

1.5.18. The Contractor must confirm readiness the day the participant is discharged from the institution by ensuring all needed services are arranged and transition day activities are understood by the participant and care/support teams.

1.5.19. The Contractor must submit service authorizations for all needed services prior to transition and for the 365 day MFP program enrollment period.

1.5.20. The Contractor must provide a copy of the Initial Care Plan and Contingency Plan to the participant and distribute to care providers as directed by the participant.

1.6. Post Transition Services

1.6.1. The Contractor must provide pantry and kitchen stocking as outlined in Exhibit B-1 - Medicaid Billable Supplemental Services.

1.6.2. The Contractor must conduct and document an in person, face-to-face visit with the participant within twenty-four (24) hours following transition at the participant's community residence.

1.6.3. The Contractor must maintain contact with the participant at the minimum following frequencies:

1.6.3.1. During the first three (3) months following the transition date:

1.6.3.1.1. Three (3) weekly phone contacts and one (1) face-to-face contact each month.

1.6.3.2. During the remaining nine months of MFP participation:

1.6.3.2.1. One (1) face-to-face contact each month. Monthly face-to-face contacts may be made by

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- phone under extenuating circumstances which must be documented and include:
- 1.6.3.2.1.1. Participant illness or extended hospitalization;
 - 1.6.3.2.1.2. Case manager illness; and
 - 1.6.3.2.1.3. Participant request which then must document contact with at least one of the participant's direct service providers in lieu of the face-to-face visit.
- 1.6.4. The Contractor must complete a monthly review of the participant's care plan and update as needed, based on:
- 1.6.4.1. A participant's request to change service delivery including amount, scope and/or duration of the service;
 - 1.6.4.2. Changes in diagnosis or demographic information;
 - 1.6.4.3. Change in legal status, such as guardianship or marital status;
 - 1.6.4.4. Changes in rendering provider for a service; and
 - 1.6.4.5. Any other relevant changes impacting the participant's access to or receipt of services.
- 1.6.5. The Contractor must monitor and document changes to the RIMP.
- 1.6.6. The Contractor must monitor and update Contingency Plan as needed.
- 1.6.7. The Contractor must continue to support the participant as specified in section 1.5.15.
- 1.6.8. The Contractor must assist the participant and/or the participant's guardian or representative as necessary to access and maintain benefits for which they are eligible, including but not limited to:
- 1.6.8.1. Public benefits.
 - 1.6.8.2. Medical benefits.
 - 1.6.8.3. Financial benefits.
 - 1.6.8.4. Specific grant programs.
- 1.6.9. The Contractor must continue to ensure home modifications, vehicle adaptations, and home cleaning and/or pest eradication are completed as needed and align with the RIMP and care plans.
- 1.6.10. The Contractor must monitor utilization of services and follow up with the participant and rendering providers for any under or over utilization

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that is not in alignment with the care plan and develop recommendations to realign utilization with the documented service needs.

- 1.6.11. The Contractor must monitor the services provided to the participant by:
 - 1.6.11.1. Ensuring services are adequate and appropriate for the participants' needs and are being provided as outlined in the care plan;
 - 1.6.11.2. Ensuring the participant is actively engaging in the services described in the care plan;
 - 1.6.11.3. Ensuring the participant is satisfied with the care plan; and
 - 1.6.11.4. Identifying any changes in the participant's condition, discussing these changes with the participant to determine if any changes are needed to the care plan and making changes to the care plan as needed.
- 1.6.12. The Contractor must:
 - 1.6.12.1. Monitor the participant for post-transition challenges;
 - 1.6.12.2. Share critical information with and seek guidance from the Department related to crisis mitigation and management;
 - 1.6.12.3. Coordinate, complete, and document appropriate follow up related to incident reports and sentinel events, including reporting to the Department; and
 - 1.6.12.4. Participate in and follow up with complaint investigations.
- 1.6.13. The Contractor must ensure that service documentation is maintained as outlined in NH Administrative Rule He-E 805, Targeted Case Management Services and adhere to record retention requirements. The documentation must be:
 - 1.6.13.1. Timely, complete and maintained using Department approved templates or systems, as applicable; and
 - 1.6.13.2. Clearly reflective of face-to-face contacts, participant involvement, service coordination activities and care plan updates.
- 1.6.14. The Contractor must continue to provide copies of Care and Contingency Plans to the participant and distribute to care teams as agreed to by the participant.
- 1.6.15. The Contractor must monitor participant satisfaction with services monthly.

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- 1.6.16. The Contractor must notify the Department within one (1) business day if a participant re-enters an institutional setting during the MFP participation period. The Contractor must collaborate with the Department to determine whether transition planning will pause, resume, or require modification, and must document all actions taken.
- 1.7. The Contractor must ensure services are delivered in accordance with federal MFP requirements, including:
 - 1.7.1. Applicable CMS guidelines;
 - 1.7.2. Definitions;
 - 1.7.3. Reporting standards; and
 - 1.7.4. Participant protections.
- 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.9. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.9.1. MFP participant case records.
 - 1.9.2. Records that pertain to staff training requirements and background checks under this Agreement.
- 1.10. The Contractor is required to ensure staff participate in annual training as required by the Department.
- 1.11. Reporting
 - 1.11.1. The Contractor must submit quarterly reports by the fifteenth (15th) of the month following the end of the quarter which include, but are not limited to:
 - 1.11.1.1. The number of assigned participants residing in an institution by institution type.
 - 1.11.1.2. The number and percentage of participants transitioned to the community by institution type.
 - 1.11.1.3. The total number of transitions completed during the quarter.
 - 1.11.1.4. The average number of days from referral to completed community transition.
 - 1.11.1.5. Percentage of participants with current Care Plan, Contingency Plan and RIMPs.

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- 1.11.1.6. Completion rate of required post-transition contacts by type (phone and in person, face-to-face).
- 1.11.1.7. Number and type of services that are not in alignment with care plans.
- 1.11.1.8. Number of critical incidents and crisis interventions involving participants reported to the Department.
- 1.11.1.9. Number and percentage of participants re-institutionalized within thirty (30), ninety (90) and 365 days.
- 1.11.2. The Contractor must support the Department in meeting all CMS MFP reporting, monitoring and audit requirements.
- 1.11.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
 - 1.12.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.13. Confidential Data
 - 1.13.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.13.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

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1.14. Privacy Impact Assessment

1.14.1. 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:

1.14.1.1. How PII is gathered and stored;

1.14.1.2. Who will have access to PII;

1.14.1.3. How PII will be used in the system;

1.14.1.4. How individual consent will be achieved and revoked; and

1.14.1.5. Privacy practices.

1.14.2. 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.

1.15. Department Owned Devices, Systems and Network Usage

1.15.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

1.15.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.15.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures,

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and/or agreement relating to system entry/access;

- 1.15.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.15.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department's email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.15.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.15.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a

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workspace in a Department building/facility, must:

1.15.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.15.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.15.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.15.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.15.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.15.2. Workspace Requirement

1.15.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.16. Contract End-of-Life Transition Services

1.16.1. General Requirements

1.16.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition

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Services”) from the Contractor to the Department and, if applicable, the new Contractor (“Recipient”) engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.16.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.16.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 1.16.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.16.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.16.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention

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requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.16.2. Completion of Transition Services

1.16.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.16.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.16.3. Disagreement over Transition Services Results

1.16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.17. Website and Social Media

1.17.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.17.2. State of New Hampshire's Website Copyright

1.17.2.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New

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Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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 F, Business Associate Agreement, which has been executed by the parties.

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:
 - 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.
 - 3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing->

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business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

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 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 reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

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

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- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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 further review, 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.

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Medicaid Billable Supplemental Services

1. The Medicaid Billable Supplemental Services described in this Exhibit B-1 shall be billed to Medicaid as described herein, and shall not be billed to the overall price limitation of the Agreement.
2. **Pre-Transition Services**
 - 2.1. The Contractor must fund transportation that has been arranged by Housing Navigators for home visits that allow participants to view available housing options in the community prior to transition and submit claims for reimbursement as outlined in 2.6. below. Funding for this activity shall not exceed \$300 per person.
 - 2.2. The Contractor must fund housing application and related fees including criminal background checks, credit checks and vital record request fees prior to transition and submit claims for reimbursement as outlined in 2.6. below. Funding for this activity shall not exceed \$1,300 per person.
 - 2.3. The Contractor must submit estimates and other supporting documentation as needed to the Department for pre-authorization approval, for the following services prior to the commencement of providing:
 - 2.3.1. Home accessibility modifications not to exceed \$20,000 per person;
 - 2.3.2. Home cleaning and/or pest eradication not to exceed \$2,000 per person;
 - 2.3.3. Security deposits not to exceed \$2,000 per person; and
 - 2.3.4. Utility deposits not to exceed \$1,000 per person.
 - 2.4. The Contractor must fund, coordinate and monitor completion of the following services and submit claims for reimbursement as outlined in section 2.6. Funding for each service listed below shall not exceed funding caps as outlined in Section 2.3.
 - 2.4.1. Home accessibility modifications, which must include:
 - 2.4.1.1. Coordinating home modification assessment with approved provider;
 - 2.4.1.2. Coordinating and scheduling home modification; and
 - 2.4.1.3. Monitoring for completion.
 - 2.4.2. Home cleaning and/or pest eradication which may include:
 - 2.4.2.1. Scheduling home cleaning, including mold remediation, pest eradication, and other services to ensure home environment is healthy.
 - 2.4.3. The Contractor must fund and submit claims for reimbursement as outlined in 2.6. below for securing items needed to establish a

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household. Funding for this service shall not exceed \$5,000 per person. This activity includes:

- 2.4.3.1. Facilitating a meeting to identify participant's preferences, and document within the person-centered plan.
 - 2.4.3.2. Shopping for and securing all items necessary to establish a household, such as cleaning and cooking supplies, home furniture, and other items utilizing an approved purchase list provided by the Department. Any exceptions to the list must be approved by the Department prior to purchase.
- 2.5. The Contractor must coordinate all furniture and equipment delivery and set up.
 - 2.6. The Contractor must submit corresponding receipts for all service authorizations listed in 2.7. and 3.1. through the Contractors New Hampshire Easy account.
 - 2.7. The Contractor must submit claims through MMIS, to the Department for reimbursement a minimum of fifteen (15) days prior to the participant's transition into the community, unless otherwise authorized by the MFP Program Administrator for the following pre-transition expenses:
 - 2.7.1. Transportation to view community housing options;
 - 2.7.2. Housing application and related fees including criminal background checks, credit checks and vital record request fees;
 - 2.7.3. Home accessibility modifications;
 - 2.7.4. Home cleaning and/or pest eradication;
 - 2.7.5. Security deposits;
 - 2.7.6. Utility deposits; and
 - 2.7.7. Items needed to establish a household.

3. Post-Transition Services

- 3.1. The Contractor must arrange for, purchase, and submit a claim for reimbursement to the Department for pantry and kitchen stocking items purchased within the first thirty (30) days of the participant's community transition. Funding for this shall not exceed \$400 per person.
- 3.2. The Contractor must bill Medicaid for case management services starting with month four (4) through month twelve (12) of community tenure, if applicable utilizing the currently available monthly CFI Case Management reimbursement rate.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 75% Federal funds, Welcome Home: Expanding Home and Community Based Care for Older Adults in New Hampshire, as awarded on July 23, 2025, by the Centers for Medicare & Medicaid Services, ALN 93.791, FAIN 1LICMS331877.
 - 1.2. 25% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR §200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3. The Indirect Cost Rate for this Agreement as 0%.
3. Payment shall be made based on a monthly rate of \$452.24 per individual for Pre-Transition services and the first three (3) months of Post-Transition services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work.
 - 3.1. The Contractor shall bill Medicaid for the current monthly rate per individual for CFI Case Management services beginning in month four (4) and for supplemental services and adhere to caps as outlined in Exhibit B-1 - Medicaid Billable Supplemental Services.
4. The Contractor shall submit an invoice to the Department for the Pre-Transition and Post-Transition services 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 format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3 above.
 - 4.4. Includes supporting documentation with data on individuals served through the agreement, including the individual delineated by the Pre-Transition and Post-Transition service type and applicable date range of services.
 - 4.5. Is completed, dated and returned to the Department to initiate payment.
 - 4.6. Is assigned an electronic signature and is emailed to baasinvoices@dhhs.nh.gov or mailed to:

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Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost 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. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.
9. Audits
 - 9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor must 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.

**New Hampshire Department of Health and Human Services
Money Follows the Person Transitional Case Management
EXHIBIT C**

- 9.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must submit quarterly progress reports on the status of implementation of the corrective action plan.
- 9.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 9.5. 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 must 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, within sixty (60) days.
10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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 (l)(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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

FORM A

As the Grantee 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: _____

Name: _____ Amount: _____

Name: _____ Amount: _____


Name: _____ Amount: _____


Name: _____ Amount: _____

Contractor Name: Brain Injury Assoc of NH

6/11/2026

Date: _____

DocuSigned by:

 Name: Erin Hall
 Title: Associate Executive Director

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New Hampshire Department of Health and Human Services

Exhibit E

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a 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.

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

1. If the Contractor will maintain any Confidential 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.).

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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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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


VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) (“Agreement”), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the “Business Associate.” The State of New Hampshire, Department of Health and Human Services, “Department” shall be referred to as the “Covered Entity,” The Contractor and the Department are collectively referred to as “the parties.”

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - “Breach,” “Designated Record Set,” “Data Aggregation,” Designated Record Set,” “Health Care Operations,” “HITECH Act,” “Individual,” “Privacy Rule,” “Required by law,” “Security Rule,” and “Secretary.”
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. “Part 2 record” means any patient “Record,” relating to a “Patient,” and “Patient Identifying Information,” as defined in 42 CFR Part 2.11.
- f. “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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Brain Injury Assoc of NH

The State

Name of the Contractor

DocuSigned by: Melissa Hardy 1323A24040DF496...

DocuSigned by: Erin Hall 6D1783EA8A414D2...

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Erin Hall

Name of Authorized Representative

Name of Authorized Representative

Director, DLTS

Associate Executive Director

Title of Authorized Representative

Title of Authorized Representative

6/11/2026

6/11/2026

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State of New Hampshire

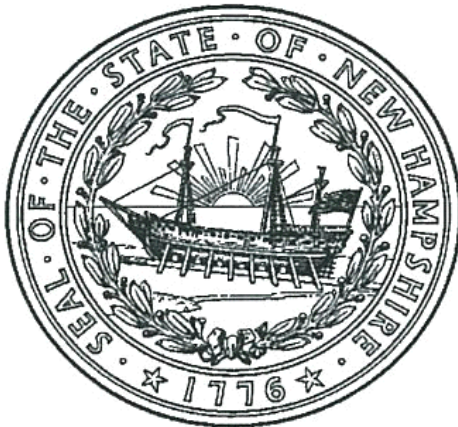
Department of State

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: **0007942678**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of June A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular outline.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Heather Rousseau, 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 June 3, 2026, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Erin Hall, Associate Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Brain Injury Assoc of 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 was **valid thirty (30) days prior to and 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: 6/4/2026

Heather Rousseau

Signature of Elected Officer

Name: Heather Rousseau

Title: Vice-President

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

- X The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
- [] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

- X is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- [] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- [] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

<https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf>

2638	Brain Injury Association of NH	52 Pleasant Street	Concord	NH	03301	G	11/15/2026
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FINANCIAL DISCLOSURES

G. Check one the following:

- X The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- [] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- [] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

	<u>Revenue</u>		<u>Expenses</u>
<i>Grants</i>	\$	<i>Compensation of officers, directors, and key personnel</i>	\$
<i>Donations</i>	\$		
<i>Program Services Revenue</i>	\$	<i>Other salaries & wages</i>	\$
<i>Interest & Dividends</i>	\$	<i>Payroll taxes & employee benefits</i>	\$
<i>All other Revenue</i>	\$	<i>Occupancy, rent, utilities, and insurance</i>	\$
<u>Total Revenue</u>	\$	<i>Printing, publications, postage, office supplies, and IT</i>	\$
		<i>All other expenses</i>	\$
		<u>Total Expenses</u>	\$

2. BALANCE SHEET

<u>Assets</u>	<u>Liabilities</u>
<i>Cash & Equivalents</i>	<i>Accounts Payable</i>
\$	\$
<i>Investments</i>	<i>Loans Payable</i>
\$	\$
<i>Real Estate (less any depreciation)</i>	<i>All other liabilities</i>
\$	\$
<i>Other Property & Equipment (less any depreciation)</i>	<u><i>Total Liabilities</i></u>
\$	\$
<i>Pledges, grants, accounts receivable</i>	
\$	
<i>All other assets</i>	
\$	
<u><i>Total Assets</i></u>	
\$	

2025-2026 BIANH Executive Committee & Directors

EXECUTIVE COMMITTEE

President:

Jonathan Lichtenstein, Psy.D., MBA
Dartmouth-Hitchcock Medical Ctr.

Vice-President:

Heather Rousseau
SolutionHealth

Treasurer:

Garry Sherry
North Country Independent Living

Secretary:

Tricia Desrocher, PT, MS, CSRS
Northeast Rehab Hospital Network

Family Council Representative:

Jeannine Romeo, EdD
Retired Educator/Family Member

Diane Schreck
Family Member

Survivor Council Representative:

Paul Van Blarigan

Professional/Provider Council Representative:

Eldon Munson, Jr.
Private Developer

Executive Director:

Steven D. Wade, MBA
BIANH

Immediate Past President:

Robin Kenney, EdD
Consultant/Family Member

DIRECTORS

Patricia Ciarfella
NeuroRestorative

Tiffany Crowell, RNBC
Department of Corrections

Gina England, MA, CCC-SLP
Private Practice

Elizabeth Kenney
Survivor

Brianna Lambert PT, DPT
Rehab Without Walls

Jill O'Neill, Executive Director
New Hampshire Lawyers Assist. Prg.

Mikal Payne
Survivor

Lorene Reagan
Organizational Consultant/Family Member

Jonathan Routhier
Grtr. Manchester Mental Health

TERM ENDING 2028

Nicola Beauregard, PT, DPT, MSHA
Elliot Hospital System

Alana Cullen, BA, QBIAP
Robin Hill Farm/Rehab Without Walls

Bob Giuda
Family Member

Holly Haines, Esq.
Abramson, Brown & Dugan

Kyla Constant
SolutionHealth

Philip Viar
Independence Care of New Hampshire

EX OFFICIO MEMBERS

Josh Gehling, M.Ed
Bureau of Developmental Services

Philip Girard
Hospital Admin. Consultant

Michael Palmeiri, CEO
Havenwood Heritage Heights



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

THE VOICE OF BRAIN INJURY

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

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

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

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

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DAVID A. KREED

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

INDEPENDENT AUDITOR'S REPORT

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

Opinion

We have audited the accompanying consolidated financial statements of the Brain Injury Association of New Hampshire (a nonprofit organization) and Affiliates, which comprise the consolidated statements of financial position as of December 31, 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	2023	2022
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)	410,461	0
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	0	1,226,755
Total Expenses	3,205,131	4,320,980
Change in Net Assets Without Donor Restrictions	118,962	800,143
Net Assets Without Donor Restrictions at Beginning of Year	3,101,548	2,301,405
Net Assets Without Donor Restrictions at End of Year	\$ 3,220,510	\$ 3,101,548

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>0</u>	<u>942</u>	<u>0</u>	<u>942</u>
 Total Before Depreciation	 2,694,111	 441,800	 34,151	 3,170,062
 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
	<u>2,596,384</u>	<u>435,839</u>	<u>30,755</u>	<u>3,062,978</u>
Total Before Depreciation				
Depreciation	<u>24,998</u>	<u>6,249</u>	<u>0</u>	<u>31,247</u>
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	<u>0</u>	<u>(753)</u>
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	<u>0</u>	<u>(326,246)</u>
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.

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

1994-1998

HEART SYSTEM, INC/COMMUNITY CROSSROADS REGION 10

SUPPORT COORDINATOR
DERRY, NH

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

Erin P. Hall

Page 2

VOLUNTEER ACTIVITIES

1999 – Present Parent Information Center
Educational Surrogate for individuals in school systems who are living with 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

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)
PathWays of the River Valley Local Risk Management Committee

KRYSTAL L. CHASE, LICSW, CBIS

SUMMARY

Licensed Independent Clinical Social Worker and Certified Brain Injury Specialist with 15+ years of experience in nonprofit leadership, program administration, clinical services, and statewide advocacy. Demonstrated expertise in HCBS service delivery, regulatory compliance, interdisciplinary collaboration, and trauma-informed, person-centered practice. Proven track record in supervising multidisciplinary teams, implementing operational systems (including EMR development), leading quality improvement initiatives, and strengthening services for individuals with brain injury, mental health conditions, and complex medical needs. Skilled in crisis intervention, care coordination, and cross-agency partnership building.

EDUCATION

Master of Social Work – University of New Hampshire, Manchester, NH (2011–2014)

Bachelor of Science, Psychology – Suffolk University, Boston, MA (2006–2009)

High School Diploma – Pinkerton Academy, Derry, NH (2001–2005)

CERTIFICATIONS & LICENSES

- Licensed Independent Clinical Social Worker – NH (#3455), 2021–present
- Licensed Independent Clinical Social Worker – MA (#LICSW1141516), 2025–present
- Certified Brain Injury Specialist, 2018–present
- Perinatal Bereavement Coordinator, 2016

PROFESSIONAL EXPERIENCE

Director of Programs and Services – Brain Injury Association of New Hampshire, Concord, NH (2017–present)

- Lead statewide programs for a nonprofit advocacy and education organization serving 600+ individuals through the Continuing Care Waivers.
- Oversee regulatory compliance, ensuring successful audits with CMS and NH DHHS.
- Supervise 10+ case managers and supervisors.
- Coordinate person-centered services with MCOs, APS, mental health providers, and community agencies.
- Manage hiring, staffing, caseload distribution, and administrative operations.
- Spearheaded implementation of a new electronic medical record.
- Lead statewide initiatives on traumatic brain injury and substance use disorder.

Social Worker – Pathways Healthcare, Londonderry, NH (2022–2024)

- Delivered social work interventions to patients and families.
- Conducted psychosocial and functional assessments.

- Collaborated with interdisciplinary teams to coordinate care.
- Documented interventions and outcomes in the medical record.

Social Worker (Float) – St. Joseph Hospital, Nashua, NH (2015–2019)

- Conducted psychiatric crisis evaluations in the ED.
- Provided medical social work services across ED, ICU, and medical/surgical units.
- Supported patients and families with bereavement and end-of-life planning.
- Delivered perinatal bereavement support.

Social Worker – Hampstead Hospital, Hampstead, NH (2013–2017)

- Provided clinical services in a 60-bed psychiatric facility.
- Conducted crisis assessments and level-of-care evaluations.
- Coordinated aftercare planning and utilization reviews.

Social Worker – St. Mary’s General Hospital, Passaic, NJ (2014–2015)

- Delivered social work services across emergency, ICU, maternal/child health, and medical/surgical units.
- Facilitated discharge planning and crisis intervention.

PACT Wellness Clinician – Bridgeway Behavioral Health Services, Jersey City, NJ (2014–2015)

- Clinical lead for a PACT team serving 70+ adults with SPMI and co-occurring SUD.
- Provided community-based recovery services and wellness programming.
- Completed intakes, assessments, and recovery plans.

Mental Health Clinician (Internship) – Arbour Counseling, Haverhill, MA (2013–2014)

- Facilitated therapy groups and provided individual therapy.
- Supported admissions and clinical documentation.

Social Worker (Internship) – Southern NH Medical Center, Nashua, NH (2012–2013)

- Provided care coordination and discharge planning for adults on an inpatient psychiatry unit.

Psychiatric Rehabilitation Specialist – Greater Nashua Mental Health Center, Nashua, NH (2010–2012)

- Managed a caseload of 50 adults with SPMI.
- Delivered community-based support and evidence-based interventions.
- Facilitated weekly psychotherapeutic groups.

Research Assistant – Suffolk University, Boston, MA (2008–2009)

- Analyzed MRI data to explore neural correlates of creativity.
- Contributed to poster development and publication preparation.

AWARDS & HONORS

- Phi Alpha Honor Society (2012–2014)
- Phi Sigma Alpha Honor Society (2008)

PUBLICATIONS & PRESENTATIONS

Exploring creativity and its neural bases. Poster presented at MIT Science Symposium (2009).

PROFESSIONAL AFFILIATIONS

- National Association of Social Workers (NASW)
- National Association for State Head Injury Administrators (NASHIA)

REFERENCES

Available upon request.

ALANA M. MICHAUD

OBJECTIVE

I am an outgoing, friendly, and enthusiastic person, who is conscientious in providing quality care and customer service. As a graduate of River Valley Community College with an Associate Degree in Healthcare Management, and Certificate in Business Management, I have a desire for helping individuals with their needs that exceed what direct patient care provides. I have extensive knowledge in the healthcare setting that has given me the competence to maintain professional relationships between myself and others, set appropriate boundaries, while showing the upmost compassion. I am flexible and effective at working independently, as well as in team settings, relying on my critical thinking skills to complete assigned tasks. I have the ability to multitask and prioritize needs in fast-paced environments.

EXPERIENCE

INDEPENDENT SERVICES COORDINATOR, BRAIN INJURY ASSOCIATION OF NH

January 11, 2021- Present

- Manages CFI services for a caseload of 35-40 individuals
- Schedules Bi-Monthly In-Home Visits/Phone Calls to ensure participant's needs are being met by the services they have access to and qualify for under the CFI waiver
- Develops care plans for new referrals, and updates as needed/annually
- Maintains progress notes in electronic medical record system "NETSMART"

LNA, CHESHIRE MEDICAL CENTER

June 6, 2016- January 5, 2021

- Provides care to patients while encouraging them to maintain independence
- Flexibility to "Float" to different units (including but not limited to: Med/Surg, PCU, ICU, ER) to meet staffing needs
- Efficient in obtaining vital signs while having the knowledge to report any abnormalities.
- Circle of Gratitude Honoree
- Maintained patient Q2H charting requirements in electronic medical record system "EPIC"

PATIENT ADVOCATE, CONIFER HEALTH SOLUTIONS @ CHESHIRE MEDICAL CENTER

September 23, 2019- May 22, 2020

- Assists Uninsured Patients with obtaining insurance coverage via State or Marketplace
- Certified Application Counselor via healthcare.gov (Expired October 2020)
- Fluent in ACE program and EPIC program

LNA, INTERIM HEALTHCARE

August 2013- June 2016

- Provides care to individuals in their homes, to help maintain independence in familiar environments
- Encourages proper nutrition

- Competently completes ADLs
- Visits different long-term care/rehab centers as needed for short staffing

DIGITAL RECEIVING REPRESENTATIVE, C&S WHOLESALE GROCERS

August 2014- April 1, 2016

- Prepares documents to ensure quality for scanning into database.
- Operates computer and scanner equipment, to scan all documents previously prepped.
- Maintains daily individual quota goals.

LNA, SUMMERHILL ASSISTED LIVING

December 2012- April 2013

- Provides care, as needed, to residents in their individual apartments
- Assisted with care, as needed, to residents on secured memory unit

LNA, APPLEWOOD CARE CENTER

February 2010- December 2012

- Provided nightly HS care and ensured proper hygiene.
- Assisted with toileting and showering, while encouraging independence.
- Demonstrates correct use of all mechanical lifts and gait belts

EDUCATION RIVER VALLEY COMMUNITY COLLEGE- KEENE, NH

- Healthcare Management, AS, May 15, 2020
- Business Management Certificate, May 15, 2020

MONADNOCK REGIONAL HIGH SCHOOL- SWANZEY, NH

- HS Diploma earned June 17. 2006

REFERENCES STEPHANIE MORSE, RN, 603-209-9023

Intensive Care Unit, Charge Nurse

KATHY WEINER, RN, 603-354-5454 X.2615

Nurse Education, Medical/ Surgical Unit, Cheshire Medical Center

VICTORIA PRINCE, RN, 603-831-6543

Medical/ Surgical Unit, Cheshire Medical Center

DENISE CROTEAU, PATIENT ADVOCATE, 603-354-5430

Eligibility & Enrollment Services, Conifer Health Solutions at Cheshire Medical Center

SHAUNA SALCEDO



SKILLS

- Auditing
- Accounting
- Quickbooks
- Microsoft Office/Suite
- Marketing Coordination
- Hiring, Onboarding, Training
- New Business Development
- Customer Service
- Google AdWords
- Contract Administration
- Analytics
- Business Administration
- System Administration
- Store Management Experience
- ZohoOne
- Event Planning
- Marketing Management
- Business Management
- Accounts Payable
- Office Administration
- Loss Prevention
- Inventory Management
- Event Coordination
- Office Management
- Accounts Receivable
- Human Resources

PROFESSIONAL SUMMARY

Experienced Office Management and Administration Professional who excels at optimizing productivity, efficiency and service quality across various environments. Highly dependable, ethical and reliable support specialist and leader that blends advanced organizational, technical and business acumen. Works effectively independently and with cross-functional teams in ensuring operational and service excellence.

WORK HISTORY

Brain Injury Association Of New Hampshire - Representative Payee/Billing Specialist

Concord, NH • 08/2025 - Current

Manage financial accounts and monthly budgeting for individuals receiving Social Security benefits. Prepare account statements, reconcile accounts, monitor income and resources, and coordinate with clients, guardians, service providers, and government agencies regarding financial and benefit-related matters. Manage billing operations for CFI and ABD/DD case management programs, ensuring accurate and timely submission of billing and claims. Tracks reimbursement activity, admissions, discharges, suspensions, denials, and other status changes. Ensures that all billable services are accounted for and that no eligible billing is missed, while maintaining compliance with state and organizational billing requirements.

Monarch Energy LLC - Office Manager/Bookkeeper

Concord, NH • 05/2023 - 05/2025

- This role grew as the company expanded from a small business and acquired companies such as Sundial Solar, Sundial Geothermal, and Monarch Solar. My responsibilities in the position followed to include: bookkeeping, general HR, on-boarding, off-boarding, filing employee and business licensing and paperwork across multiple jurisdictions, general accounting, invoicing, company account reconciliation, accounts payable, accounts receivable, office general technical support, specialty technical support, field technical support, client/account support, equipment procurement, sales agency, territory advisor, general business management, company point of contact, software setup/implementation/maintenance, business proxy representative, graphic design, and event coordinator/attendee/specialist.

GameStop - Store Manager

Concord, NH • 06/2020 - 05/2023

- Promoted from assistant store manager to store manager within 6 months. Grew primary location to place in the top 10% of all

- Administrative Experience
- Business Development
- Contract Specialist
- Content Creation
- Salesforce
- Business Analysis
- Account Reconciliation
- Adobe Creative Suite
- Product Marketing
- Content Development
- Branding
- Networking
- MailChimp
- Events Management
- Social Media Management
- Account Management
- Office Management
- Office Administration
- Data Entry
- Billing/Invoicing Specialist
- Schedule Management
- Bookkeeping
- Account Reconciliation
- Operations Management
- Project Management
- Technical Support
- Vendor Engagement
- Banking Operations
- Medical Billing
- CFI & ABD/DD Billing
- Representative Payee Services
- Client Account Maintenance
- SSI/SSDI Benefit Administration
- Benefits Eligibility Monitoring
- Client Advocacy (SSA & DHHS)
- MMIS Experience
- Netsmart Experience
- Dynamic Caseload Management

locations worldwide based on performance metrics, it remained in this placement for the duration of my tenure.

- Responsibilities in this position included: auditing, on-boarding/off-boarding, maintaining company sales & performance metrics, event coordination, marketing, technical support, coordination and networking with vendors, and assisting other stores without management across the district.

Individual Contractor - Marketing Specialist

Haverhill, MA • 07/2019 - 03/2020

- Employed as an individual contractor by sponsor (Johnathan Merck) who owned multiple companies: Triad Associates Inc., Skips Garage, and Perfect-Trac. Under his employ as a marketing specialist, the position was to oversee marketing for these three companies.
- Responsibilities include: Business strategy implementation, website design coordination, networking, advertisement, multiple-platform social media maintenance, portfolio arrangement and publication, photography, editing, short/long distance travel, customer outreach, survey organization, event coordination, and review optimization.

DRESS BARN - ASSISTANT MANAGER

South Portland, ME • 04/2018 - 08/2019

- Responsibilities include: Independently operating and maintaining location, payroll, marketing coordination, product staging, visual marketing, inventory auditing, training, and loss prevention, and consumer sales.

SALON CENTRIC - KEYHOLDER

Portland, ME • 05/2017 - 08/2018

- Responsibilities include: Opening/closing store, display organization, marketing coordination, product staging, and customer service.

DSW - ASSOCIATE/LEAD CASHIER

South Portland, ME • 05/2015 - 05/2017

- Responsibilities include: Store maintenance, product staging, and customer service.

ADDITIONAL INFORMATION

INDIVIDUAL SKILLS:

- Exceptional mathematical/analytical skills
- Strong persuasive ability
- Able to rapidly adapt to any environment and new technology
- Highly motivated and career driven
- Proven team leader

- Eligibility Review
- Denial/Suspension Management
- HIPPA Compliant

EDUCATION

UNIVERSITY OF SOUTHERN MAINE

Portland, ME

BACHELORS: INTERNATIONAL BUSINESS
MANAGEMENT

with concentrations: marketing and
analytics

BONNY EAGLE HIGH SCHOOL

HIGH SCHOOL DIPLOMA

Graduated 1 year early with honors