

## NOTICE OF PUBLIC MEETING

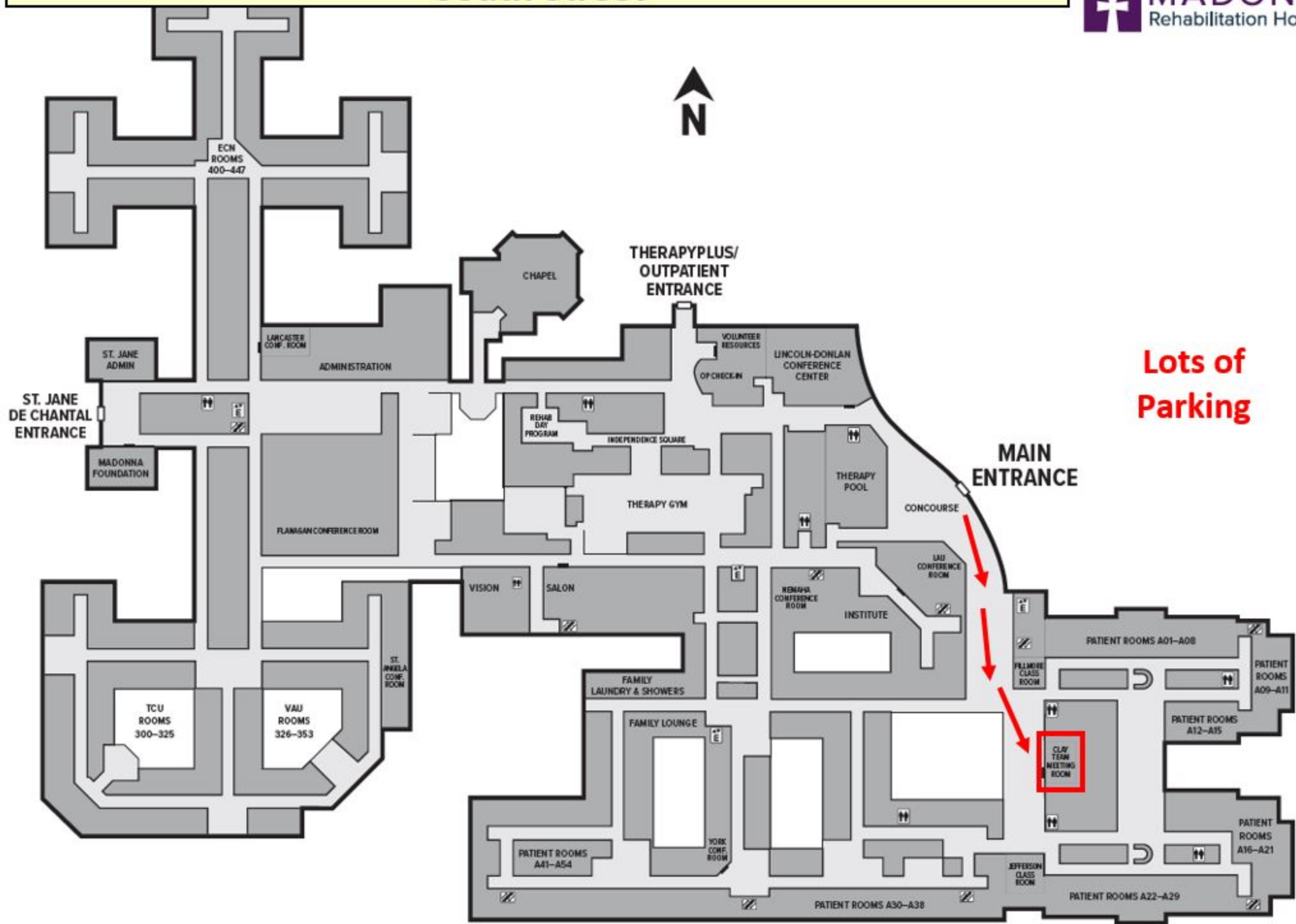
Notice is hereby given that a public meeting of the Brain Injury Oversight Committee will be held on February 21<sup>st</sup>, 2025, from 1:00 to 3:00 PM. The meeting will be held at Madonna Rehabilitation Hospital of Lincoln located at 5401 South St., Lincoln NE 68506 in the Clay Meeting Room. Visitor parking is available on the Northeast side of the building. The agenda and meeting materials to be discussed by the committee can be found at <https://www.unmc.edu/aboutus/community-engagement/bioc/index.html>. If members of the public and media have further questions about the meeting, contact Jamie Stahl at (402) 559-6300 or [Jamie.stahl@unmc.edu](mailto:Jamie.stahl@unmc.edu).

The Nebraska Open Meetings Act may be accessed at <https://nebraskalegislature.gov/laws/statutes.php?statute=84-1407>.

### BRAIN INJURY OVERSIGHT COMMITTEE MEETING AGENDA

February 21, 2025  
1:00 PM to 3:00 PM

- I. Call to order
- II. Open Meetings Act Statement
- III. Introductions and roll call
- IV. Approval of the agenda
- V. Public Comment
- VI. Approval of Minutes from October 25, 2024
- VII. Review and Approval of Agreement between UNMC and the Brain Injury Oversight Committee
- VIII. Form Subcommittee for reviewing applications
- IX. Bi-Annual report from the funding recipient
- X. Updates on Committee Terms
- XI. Next meeting April 18th, 2025 1:00-3:00 PM location Madonna Lincoln
  - Vote on fund recipient(s)
  - Vote on Vice Chair / Secretary positions
  - July 18, 2025
    - Review UNMC Annual Expense Report
    - Bi-Annual Report from Funding Recipient(s)
  - September 19, 2025
    - Establishing timeline goals for FY 2025-26
    - Establish Budget for FY 2025-26
    - Planning for the Release of NOFO
- XII. Adjourn



**Lots of Parking**

56th Street

## **Brain Injury Oversight Committee (BIOC) Meeting Minutes**

**Date:** October 25, 2024

**Time:** 1:00 PM - 3:00 PM

**Location:** Virtually via Zoom / In-person at UNMC Administration Building, Room 4014, 426 S. 40th St, Omaha, NE 68131

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### **Notice**

Public notice of future meetings will be available on the [University of Nebraska Medical Center \(UNMC\) website](#) at least 10 days prior to each meeting.

### **Members Present:**

Shauna Dahlgren, Peggy Reisher, Anna Cole, Lindy Foley, Dr. Kody Moffatt, Tiffany Armstrong, Jeff Baker, Tom Janousek, Lorie Regier, Sheila Kennedy, Dale Johannes, Sara Morgan

**Members Absent:** None

**UNMC Staff:** Mike Hrcirik

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## **Meeting Proceedings**

### **Call to Order**

The Brain Injury Oversight Committee (BIOC) meeting was called to order by Shauna Dahlgren at 1:05 PM.

### **Announcement of the Availability of the Open Meetings Act**

Public notification of this meeting was made on the UNMC website, with a link to the Nebraska Open Meetings Act included in the agenda.

### **Introductions and Roll Call**

Each committee member introduced themselves.

### **Approval of Agenda**

The meeting agenda was reviewed and approved following a motion by Dale Johannes, seconded by Tom Janousek. The motion passed unanimously.

### **Public Comment**

No public comments were submitted.

## **Approval of Previous Meeting Minutes**

The minutes from the July 19, 2024, meeting were reviewed and approved by unanimous consent following a motion by Jeff Baker, seconded by Dale Johannes.

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## **Discussion Topics**

### **Establishing Timeline Goals for FY 2025-26**

The committee reviewed the 2024 timeline and approved its use for 2025 with the following schedule:

- **February 1, 2025:** Notice of Funding Opportunity (NOFO) posted on the BIOC page on the UNMC website.
- **February 21, 2025:** Committee meeting to include bi-annual report from the funding recipient and updates on committee member terms.
- **March 15, 2025:** NOFO application deadline.
- **April 18, 2025:** Committee meeting to vote on fund recipient(s) and elect Vice-Chair and Secretary.
- **July 18, 2025:** Committee meeting to establish FY 2025-26 timeline goals and address housekeeping items.
- **September 19, 2025:** Annual report from funding recipient(s) to be reviewed.

### **Budget for FY 2025-26**

The FY 2024-25 budget, prepared by Mike Hrcirik, was reviewed. Key financial details include:

- **Ending Fund Balance (June 30, 2024):** \$18,673 (post-expenses and grant award).
- **Current Fund Balance:** \$518,673, with an addition of \$500,000 to the BI Assistance Act Fund for the fiscal year.
- **Projected FY 2025-26 Award:** Estimated at \$475,000 based on conservative expense projections.

A motion to approve a \$475,000 award for FY 2025-26 was made by Dale Johannes, seconded by Kody Moffatt, and approved unanimously.

### **Planning for the Release of the NOFO**

The committee confirmed the release of the NOFO on February 1, 2025, with a submission deadline of March 15, 2025. UNMC will post it on the BIOC website. A review workgroup comprising Kody Moffatt, Dale Johannes, and Tiffany Armstrong will evaluate applications and present recommendations at the April 18, 2025, meeting.

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### **Upcoming Meetings (All 1:00 - 3:00 PM CST)**

- **February 21, 2025 (Lincoln, in-person):** Bi-annual report from the funding recipient, updates on committee terms.
  - **April 18, 2025 (Lincoln, in-person):** Vote on fund recipients; election of Vice-Chair and Secretary.
  - **July 18, 2025 (Virtual):** Set FY 2025-26 timeline goals; address housekeeping needs.
  - **September 19, 2025 (Virtual):** Review annual report from funding recipient(s).
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### **Adjournment**

The meeting was adjourned at approximately 2:30 PM.

*Minutes submitted by Peggy Reisher, Secretary of the Brain Injury Oversight Committee.*

**UNIVERSITY OF NEBRASKA MEDICAL CENTER  
MANAGEMENT AGREEMENT**

This Management Agreement (this "Agreement") sets forth the terms between the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the University of Nebraska Medical Center ("University"), and the Brain Injury Oversight Committee (the "Committee") with regard to the financial oversight and direction of the University in the management of the Brain Injury Assistance Program.

RECITALS

WHEREAS, the Brain Injury Assistance Program (the "Program") was created as authorized by the Brain Injury Assistance Act, Neb. Rev. Stat. §§ 71-3701 to 71-3706 (the "Act");

WHEREAS, the Act provides for administration of the Program by the University under contract with DHHS and the University and DHHS have entered into an Interagency Agreement under which funds required by the Act are transferred to the University; and

WHEREAS, the Committee is charged with providing financial oversight and direction to the University in the management of the Program.

NOW, THEREFORE, the University and the Committee hereby agree to the following terms, obligations, and conditions:

**1. Description of Services.** The University agrees to administer the Program consistent with Section 71-3705 of the Act and under the financial oversight and direction of the Committee. The administrative services provided by the University will include, but not be limited to: (a) receiving appropriations for the Program annually from the State of Nebraska as set forth in Section 71-3706 of the Act; (b) administering expenditures for Program assistance as directed by the written request of the Committee; (c) administering expenditures as directed by the written request of the Committee, for operating or administrative expenses required for the Committee to fulfill its duties under the Act; (d) maintaining the Committee's website at the Committee's direction; (e) maintaining copies of agendas and meeting minutes and publicly post them on the Committee's website; (f) convening Committee meetings and, at the Committee's request, record any meetings held by virtual conferencing; and (g) providing a summary report listing receipts and disbursements of funds to the Committee within four (4) months of the end of each fiscal year during the term of this Agreement. The parties acknowledge and agree that the expenditures for the Committee's operating expenses shall not exceed Five Thousand Dollars (\$5,000) per year.

The Committee will be responsible for financial oversight and direction of the University in administration of the Program, development of criteria for expenditures from the Program, and all other activities of the Committee necessary to accomplish the objectives set forth in the Act.

**2. Payment.** In consideration of the services performed by the University, the University shall be paid for its costs and expenses incurred in administering the Program in an amount not to exceed \$45,000 per year in accordance with the Act under Section 71-3705(3). All payments to the University will be made upon submission to the Committee of invoices detailing the work completed and the University's **actual** costs and expenses.

**3. Term.** The term of this Agreement commenced on the date of last signature of a party below and shall continue in effect until so long as the Act is effective.

**4. Independent Provider.** The University is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. Neither party is the other party's agent or representative and has not authority to bind or commit the other party to any agreements or obligations.

**5. Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

**6. Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the University and the Committee with respect to the subject matter hereof and may not be amended except by an agreement signed by authorized representatives of the University and the Committee. For clarity, this Agreement supersedes the University of Nebraska Master Agreement between the University and the Committee dated May 27, 2022, which agreement is terminated as of the effective date of this Agreement.

**7. Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.

**8. Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the parties agree that they shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

**9. Logos or University Marks.** The Committee shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University's Office of Strategic Communications in each instance. Any unauthorized use of University Marks is expressly prohibited.

**10. Compliance.** The parties will comply with all applicable laws, rules, regulations, ordinances, and policies in performing under this Agreement.

**11. Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

**12. Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and include, as applicable, provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

**13. Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

**14. Notices.** All notices, consents, approvals, demands, requests, or other communications required or permitted to be given under any of the provisions of the Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below). The address for such notices shall be as set forth on the signature pages attached hereto. All such notices shall be effective when received.

[Signature page to follow]

IN WITNESS WHEREOF, the University and the Committee agree to be bound by this Agreement as of the date of last signature of their respective authorized representatives below.

**The Board of Regents of the University of Nebraska  
for and on behalf of the University of Nebraska Medical Center**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Michael A. Hrcirik

Title: Asst Vice Chancellor, B&F and Controller

**Brain Injury Oversight Committee**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Notice.** Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

**To the Committee:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To the University:**

Michael A. Hrcirik  
Asst Vice Chancellor, B&F and Controller  
University of Nebraska Medical Center  
985045 Nebraska Medical Center  
Omaha, NE 68198