#### NOTICE OF PUBLIC MEETING

Notice is hereby given that a public meeting of the **Brain Injury Oversight Committee** will be held on **Nov. 5**, **2021**, **from 10:00 AM to 12:00 PM** and the meeting will be held by in person only. The meeting will be held at the Nebraska Innovation Campus Conference Center at 2021 Transformation Drive, Lincoln, Nebraska 68508. The agenda and meeting materials to be discussed by the committee can be found at <a href="https://www.unmc.edu/outreach/bioc.html">https://www.unmc.edu/outreach/bioc.html</a>. If members of the public and media have further questions about the meeting, contact Jamie Stahl at (402) 559-6300 or <a href="mainto:Jamie.stahl@unmc.edu">Jamie.stahl@unmc.edu</a>.

The Nebraska Open Meetings Act may be accessed at

https://nebraskalegislature.gov/laws/statutes.php?statute=84-1407.

## BRAIN INJURY OVERSIGHT COMMITTEE MEETING AGENDA

Nov. 5, 2021 10:00 AM to 12:00 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 of the previous meeting, July 28, 2021
- VII. Review of Committee Member Term Appointments and upcoming expirations
- VIII. Update on Brain Injury Trust Fund appropriations
- IX. Updates to UNMC and Brain Injury Oversight Committee Contract
- X. Review of reimbursement process for committee member travel expenses
- XI. Subcommittee report on evaluation and outcome measures
- XII. Discussion of BI Trust Fund Application Process
- XIII. Next committee meeting
- VII. Adjourn

# Brain Injury Oversight Committee Meeting July 28, 2021 1:00 pm to 3:00 pm Meeting held:

#### virtually via Zoom and in person at UNMC College of Public Health, room 3013

#### **DRAFT MEETING MINUTES**

Public notice of upcoming meetings will be available on the University of Nebraska Medical Center (UNMC) website <a href="https://www.unmc.edu/outreach/bioc.html">https://www.unmc.edu/outreach/bioc.html</a> at least 10 days before each meeting.

**MEMBERS PRESENT**: Joni Dulaney, Anna Cole, Peggy Reisher, Shir Smith, Shauna Dahlgren, Dr. Kody Moffatt, Jeff Baker, Kevin Karmazin, Lindy Foley, Sheri Dawson, and Judy Nichelson

**MEMBERS ABSENT**: Caryn Vincent

**UNMC STAFF PRESENT**: Mike Hrncirik

#### **CALL TO ORDER**

The meeting of the Brain Injury Oversight Committee commenced at 1:00 p.m.

#### ANNOUNCEMENT OF THE AVAILABILITY OF THE OPEN MEETINGS ACT

Public notification of this meeting was made on the UNMC website and Mike Hrncirik posted the open meetings act in the chat box. Shauna Dahlgren stated the meeting would be recorded since it is a new rule of the open meeting act. A copy of the recording can be made available upon request from Jamie Stahl Jamie.stahl@unmc.edu or 402-559-6300.

#### INTRODUCTIONS AND ROLL CALL

Shauna Dahlgren called on each committee member to introduce themself.

#### **AGENDA APPROVAL**

The agenda was reviewed. Judy Nichelson asked that the letter from the Attorney General be added to the agenda. Peggy Reisher stated it been included in the meeting materials but got left from the agenda inadvertently. Dr. Kody Moffatt moved to approve the agenda with the addition of the Attorney Generals letter. Lindy Foley seconded the motion, and the motion was carried by unanimous consent.

#### **APPROVAL OF PREVIOUS MEETING MINUTES**

The minutes from the April 21, 2021, meeting was reviewed. A motion was made by Jeff Baker and seconded by Dr. Kody Moffatt to approve the April 21 meeting minutes. There were no objections to the motion, and it was carried by unanimous consent.

#### COMMITTEE DISCUSSION OF PUBLIC COMMENT PERIOD

Chair, Shauna Dahlgren introduced the idea of setting up a limited amount of time planned for public comment during the BI oversight committee meetings. Committee members discussed what they felt would be an appropriate amount of time for public comment based on their experiences with other

public meetings they either attended or facilitated. Judy Nichelson was opposed to the idea of setting a time limit for public comment as she felt the public should have the opportunity to be heard during the public meetings. Jeff Baker said that according to the open meetings act the chair has the right to determine how long public comment is heard at each meeting. After further discussion Dr. Kody Moffatt made a motion to limit public comment to 15 minutes during each meeting and Shir seconded the motion. Roll call vote was taken. Those voting yes were Joni Dulaney, Anna Cole, Peggy Reisher, Shir Smith, Shauna Dahlgren, Dr. Kody Moffatt, Jeff Baker, Kevin Karmazin, Lindy Foley, and Sheri Dawson. Judy Nichelson voted no.

#### **PUBLIC COMMENT**

Tiffany Armstrong read her statement indicating she appreciated the work of the BI Oversight Committee. As a brain injury survivor, family member, and health care professional who testified at the legislative committee meeting for the BI Trust Fund, she felt the committee's support for funding resource facilitation matches the intent of the legislation.

Deborah Neary wrote a note in the chat box stating she was just attending and thanked the committee for their work.

#### UPDATES TO DHHS, UNMC, AND BRAIN INJURY OVERSIGHT COMMITTEE CONTRACTS

Mike Hrncirik stated the DHHS and UNMC contract has been terminated and a new contract between UNMC and the BI Oversight Committee is being drafted with feedback from the AG office. The new contract being developed will outline the tasks UNMC will take on, such as convening the BI Oversight Committee meetings, directing funds as instructed to do so by the BI Oversight Committee, hosting the website, etc. UNMC did not want to share the DRAFT agreement yet as the contract is still being negotiated and it may set a precedent for committee members. Mike Hrncirik said UNMC will not be the one to decide how the funds are spent, that is up to the committee. Mike Hrncirik states he will direct any questions to the BI Oversight Committee executive committee if questions arise between meetings. Mike Hrncirik also shared the dedicated website page for the BI Oversight Committee <a href="https://www.unmc.edu/outreach/bioc.html">https://www.unmc.edu/outreach/bioc.html</a> and stated UNMC did transfer BI Trust Fund dollars to BIANE before the end of the fiscal year.

#### ATTORNEY GENERAL'S LETTER DATED JUNE 10, 2021

Judy Nichelson stated the AG office noted on page two of their June 10, 2021, letter to the committee, that (2)(a) provides that funds "shall be....used to pay for contracts for assistance for individuals with a brain injury with outside sources that specialize in the area of brain injury." And that the AG office said this precedes (2)(b) which talks about, "expenditures from the fund may also include but not be limited to". Judy Nichelson states she feels the committee needs to consider the trust funds be used to pay for more than just resource facilitation and that she felt the AG office thought the committee might be confused in their interpretation of the funds. Judy also questioned to whom the committee was accountable.

Shauna Dahlgren states she has been in contact with the AG office and the AG's office has told Shauna Dahlgren that it is up to the committee to decide where the funds are spent. It was mentioned that the committee is accountable to the public, the Governor's office, and the Legislature in how the funds are spent.

Judy Nichelson asked why the committee didn't have a formal process in place before appropriating funds to BIA-NE. Shauna Dahlgren stated that given we were a new committee and were trying to navigate the process prior to the end of the fiscal year, the committee voted based on prior committee discussions and information available to the committee at the time to approve the funding as the committee did in April 2021. Moving forward we will work to set up criteria for an application process and pair that with evaluation of the applications. Anna Cole asked Shauna Dahlgren for confirmation that the AG's office is not saying the committee did anything wrong by awarding the funds the committee did. Shauna Dahlgren confirmed her contact at the AG's office stated the committee could make the decision they did. Shauna confirmed moving forward the committee will want to create a written application and evaluation process for how the funds are to be appropriated.

#### SENATOR MIKE MCDONNELL'S LETTER

Shauna Dahlgren asked for any comments to Senator McDonnell's letter regarding the intent of the Brain Injury Trust Fund Act. Dr. Kody Moffatt stated the letter seems to reinforce the public comment statement from Tiffany Armstrong.

#### **DISCUSSION JUDY NICHELSON'S MAY 5, 2021, LETTER**

Shauna Dahlgren asked Judy Nichelson if she wanted to say anything at this time about her letter since she asked it to be on the agenda. Judy Nichelson stated she felt the letter speaks for itself and she did not need to explain anything more. Dr. Kody Moffatt asked Judy Nichelson if she wrote the letter herself and she stated these are her words she put in her letter. Dr. Kody Moffatt asked if she could explain what she meant by him going all over the state with Peggy at BIA. He also wondered what she meant in her letter when she says we need to hold ourselves to a higher level of fiduciary oversight and ethical standard. Judy Nichelson states that Dr. Kody Moffatt helps Peggy Reisher and BIA with presentations such as the Concussion Discussions he did with her in North Platte. Dr. Kody Moffatt explained he has done over 205 national, regional, statewide, and local presentations and only 4 of them were as a panelist alongside someone from BIA. Dr. Kody Moffatt states he has never spoken on behalf of BIA. Peggy Reisher clarified Dr. Matt Garlinghouse from UNMC co-presented with her in North Platte. Dr. Kody Moffatt did not. Dr. Kody Moffatt states he has worked with a variety of agencies, BIA is just one of them. Dr. Kody Moffatt also asked Judy Nichelson what she means by the committee not exercising fiduciary responsibility. Judy Nichelson stated she felt the committee should consider funding more than one agency as discussed previously in the AG's letter (2)(a) and (2)(b). Dr. Kody Moffatt reported he felt he and committee members have discussed the intent and reviewed which agencies do Resource Facilitation in Nebraska over the course of the last several months. He feels he has exercised fiduciary responsibility based on that. Judy Nichelson stated she was concerned that the committee was looking too "friendly" with BIA because of their history and rapport with BIA that makes it easy to allocate all the funds to BIA. Committee member Anna Cole stated she didn't know about BIA until she was brought onto this committee, so she did not have a working history with them. Shir Smith stated she has many professional relationships with non-profits and was insulted by Judy's comments in the letter implying she was too "friendly" with BIA. Joni Dulaney stated she was offended by the letter but wanted to address the fact that everyone had a vote on the committee. Shauna Dahlgren also talked about how she has many professional working relationships and BIA is just one of them and that she voted based

on the information shared during committee meetings vs. a relationship with BIA. Jeff Baker states he understands Judy is not happy with the last vote, but he would like to see us move forward and get on with the work of this committee. Joni Dulaney also disclosed she and her employer have a professional relationship with BIA but this is not why she voted to approve the funding go to BIA.

#### SUBCOMMITTEE REPORT ON EVALUATION AND OUTCOME MEASURES

Peggy Reisher reported the subcommittee met towards the end of June to review the workplan and timeline (starting on page 15) of the BIA-NE Resource Facilitation Plan. Committee members provided input and feedback on the plan BIA laid out. Peggy Reisher stated BIA has met with Schmeeckle Research to map out how BIA can measure these outcomes. The committee discussed bringing an evaluation workgroup together at the end of Aug. to look at what Schmeeckle Research recommends. Peggy Reisher will send out a doodle poll to committee members interested in seeing the evaluation tools and providing additional feedback.

#### **ALLOCATION/CRITERIA PROCESS FOR FUTURE FUNDS**

Shauna Dahlgren stated the AG's office suggested the committee create a more formal application and evaluation process before allocating the next set of funds. The committee discussed forming a workgroup to begin to create the application process and the evaluation criteria for applications received. Shauna Dahlgren states she will create a doodle poll and invite committee members to be a part of this workgroup which will meet in Sept.

#### **NEXT COMMITTEE MEETING**

Shauna Dahlgren provided an update on the new open meeting act that virtual meetings must be no more than 50% of the meetings. The AG's office also said if the meetings are held virtually then there must be an audio recording of the hybrid meeting. Mike Hrncirik said he would need to check with UNMC as to how and if meeting recording are posted and to whom they should be shared.

The committee discussed when they should meet again. Dr. Kody Moffatt suggested the end of October, after the workgroups have met. Shauna Dahlgren will work with UNMC to have a doodle poll created and sent to the group.

#### **ADJOURN**

Dr. Kody Moffatt made a motion and Peggy Reisher seconded the motion to adjourn the meeting at 3:03. Motion passed with unanimous consent.

Meeting minutes submitted by Peggy Reisher, Brain Injury Oversight Committee Secretary

#### DRAFT UNIVERSITY OF NEBRASKA MASTER AGREEMENT

This Master Agreement ("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 ("Committee") with regard to the performance by the University of the services contemplated herein.

#### **RECITALS**

WHEREAS, the Committee was formed by the Brain Injury Trust Fund ("Fund") as specified in the Brain Injury Trust Fund Act, Neb. Rev. Stat. §§ 71-3701 to 71-3706 ("Act");

WHEREAS, the Act provides for administration of the Fund by the University; and

WHEREAS the Committee desires to obtain the administrative services of the University as specified in the Act.

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

1. Description of Services. The University agrees to manage the Fund as required by Neb. Rev. Stat. § 71-3705(2)(a) and provide administrative, accounting and budgeting services consistent with the Act. Those services include: (a) Receive the Fund annually from the State of Nebraska; (b) Administer expenditures from the Fund to recipient(s) selected pursuant to Neb. Rev. Stat. § 71-3705(2) as directed by the written request of the Committee; (c) Administer expenditures from the Fund, 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) Maintain the Committee's website at the Committee's direction; (e) Maintain copies of agendas and meeting minutes and publicly post them on the Committee's website; (f) Convene Committee meetings and, at the Committee's request, record any meetings held by virtual conferencing; and (g) Provide 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 Committee will be responsible for development of the criteria for expenditures from the Brain Injury Trust Fund consistent with Neb. Rev. Stat. § 71-3704 and 71-3705, development and execution of all processes for selection of recipient(s) that will receive funds from the Fund, selection of the recipient(s) that will receive funds from the Fund, negotiation of contract terms and entering into contracts with Fund recipients and all other responsibilities of the Committee to accomplish the objectives set forth in the Act.

- **2. Payment.** In consideration of the services performed by the University, the University, consistent with Neb. Rev. Stat. § 71-3705(2)(c), shall receive Fifty Thousand Dollars (\$50,000), Five Thousand Dollars (\$5,000) of which shall be available to the Committee for its operating expenses. All payments to the University will be made upon submission of invoices detailing the work completed and the contracts and expenditures paid.
- **3. Term.** The term of this Agreement commenced on June 23, 2021 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. 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.
- **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. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
- **9. 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.
- **10.** Logos or University Marks. The Committee shall not use or display any University campus name, logo, trademark, servicemark (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.
- **11. Compliance.** The parties will comply with all applicable laws, rules, regulations, ordinances and policies in performing under this Agreement.
- **12. 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.
- **13. Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.
- **14. 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.
- **15. 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.

### Read and Acknowledged:

The Board of R	Regents of the Univers	ity of Nebraska (t	ne University)	
Signature:				Date:
Printed Name:				
Title:				
The Brain Injur	y Oversight Committe	e (the Committee		
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	tice to either party here rtified mail addressed to			served either personally or by
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# Instructions for reimbursement of Brain Injury Oversight Committee member's travel expense (Mileage Only)

For in person meetings (Committee meetings, Subcommittee meetings etc.), travel to and from the meeting location is reimbursable per Nebraska Revised Statute 71-3703.

The process for reimbursement of travel expense (mileage) is as follows:

- A committee member (or participant) will fill out the Expense Reimbursement Document and fill
  out the top section of the Visiting Personnel / Nonresident Alien Independent Contractor
  Miscellaneous Expense Voucher.
- The Expense Reimbursement Document will be sent to the Committee Chairperson.
- The Expense Reimbursement Document will be submitted to DAS (Department of Accounting Services) for approval.
- UNMC will process the Expense Reimbursement and mail a check to the Committee Member (it will be from the State of Nebraska Treasurer.)

#### **Necessary Documentation**

See the "Example Reimbursement 2021 ERD 10-Mileage Only.xlsx" excel file for reference.

Fill out the date of travel, a brief description of the trip "Brain Injury Meeting – Mileage", Travel times and the number of miles traveled.

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At the bottom fill in the highlighted sections pictured below. Simply type your name in the signature box and email these forms to Shauna or Peggy.



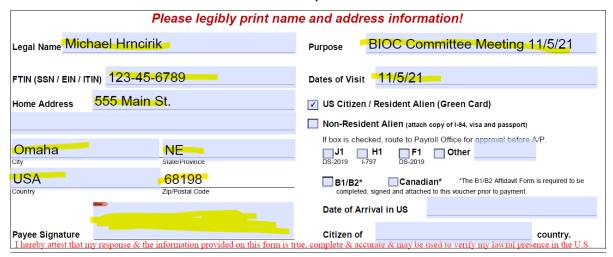
#### **Visiting Personnel Form**

Fill out the top portion of the PDF form only. This is information so that UNMC's Accounts Payable Office knows where to mail the check. Submit this form to the Chairperson as well.

#### **Clear Form**

#### **UNIVERSITY OF NEBRASKA**

#### Visiting Personnel / Nonresident Alien Independent Contractor Miscellaneous Expense Voucher



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<sup>\*\*</sup>Revised 09/10/21



## **Brain Injury Trust Fund Legislation: Data Matrix**

This document outlines how each of the expenditure priorities are monitored by the Brain Injury Trust Fund Evaluation Workgroup. Data and findings will be shared through annual evaluation reports and other documents.

•	enditure Priorities	BIA Database	Community Outreach Measurement Tool	Client Satisfaction Survey	Presentation Evaluations	Screening Data	BIA-NE Documentation
1.	Resource facilitation. Resource facilitation shall be given priority and made available to provide ongoing support for individuals with a brain injury and their families for coping with brain injuries. Resource facilitation may provide a linkage to existing services and increase the capacity of the state's providers of services to individuals with a brain injury by providing brain-injury-specific information, support, and resources and enhancing the usage of support commonly available in a community. Agencies providing resource facilitation shall specialize in providing services to individuals with a brain injury and their families.	✓		✓			
2.	Voluntary training for service providers in the appropriate provision of services to individuals with a brain injury		✓		✓		
3.	Follow-up contact to provide information on brain injuries for individuals on the brain injury registry established in the Brain Injury Registry Act	✓					
4.	Activities to promote public awareness of brain injury and prevention methods		✓				✓
5.	Supporting research in the field of brain injury <sup>1</sup>					✓	✓

6. Providing and monitoring quality improvement processes with standards of care among brain injury service providers		✓		<b>✓</b>	<b>✓</b>	✓
7. Collecting data and evaluating how the needs of individuals with a brain injury and their families are being met in this state	✓		✓		<b>✓</b>	

<sup>&</sup>lt;sup>1</sup> This priority is also supported through the utilization of data as well as the development and dissemination of evaluation reports.

#### **Summary of Data Sources**

- 1. <u>BIA Database</u>: This is a database that was developed and is maintained by Jibben. It has been utilized by Nebraska's Brain Injury Alliance since July 2016 to track case management as well as intakes and referrals. This captures data such as the number of clients served, referral source, employment, barriers, and improvements in client outcomes, including changes in Mayo-Portland scores. A report summarizing the data is provided to BIA-NE bi-annually and is made available on their website (<a href="https://biane.org/events/resource-facilitation.html">https://biane.org/events/resource-facilitation.html</a>).
- 2. <u>Community Outreach Measurement Tool</u>: This online survey (<a href="https://www.surveymonkey.com/r/BlAoutreach">https://www.surveymonkey.com/r/BlAoutreach</a>) is completed by Resource Facilitators to track community outreach efforts, including trainings, presentations, community or coalition meetings attended, support groups, etc. This data source also collects information on meetings with new partners. Data collection with this tool began in August 2021.
- 3. <u>Client Satisfaction Survey</u>: The first iteration of this survey was developed by a graduate student as part of a capstone project and data collection began in October 2021. The initial survey was sent to individuals who received case management or completed intake and referral with a Resource Facilitator in the previous two years. Moving forward, a client satisfaction survey will be disseminated every six months to one year among new clients receiving case management or intake and referral.
- 4. <u>Presentation Evaluations</u>: A paper and an online survey (<u>www.surveymonkey.com/r/BlApresentation</u>) is provided to participants who attend presentations offered by the BIA-NE. This form captures feedback about the presentation as well as basic demographics about the attendees. It also includes a question that allows participants to note whether they will have an opportunity to utilize a brain injury screening tool with their patients/clients, if appliable.
- 5. <u>Screening Data</u>: Partnering organizations, particularly those that work with high-risk populations, receive training from BIA-NE and are then encouraged to utilize a screening tool to determine how many of their clients may have experienced a brain injury. Data is provided to the BIA-NE for review and to the University of Nebraska-Lincoln to assess the proportion of individuals who have had a previous brain injury.
- 6. <u>BIA-NE Documentation</u>: This includes any data from BIA-NE, such as website visits, information on Resource Facilitators, content included in newsletters and/or on social media, etc. Additional data will also be collected by the Schmeeckle Research team through check-in meetings, such as quality improvement efforts and projects that the BIA conducts with partnering organizations.