

2012
41



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES**

BUREAU OF ELDERLY & ADULT SERVICES

**Nicholas A. Toumpas
Commissioner**

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

**Nancy L. Rollins
Associate
Commissioner**

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 3, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, N.H. 03301

REQUESTED ACTION

100% Federal Funds

1. Authorize the Department of Health and Human Services, Division of Community Based Services, Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman to hold an organized meeting for the State of New Hampshire Abuse Prevention Conference on November 15, 2012 at the Lake Opechee Inn and Spa, 62 Doris Ray Court, Laconia, NH 03246 for a total conference cost not to exceed \$9,810.00, effective upon Governor and Executive Council approval through January 31, 2013. Funds to support this request are available in the account below:
2. Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services, Division of Community Based Services, Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman to enter into an Agreement with Clearview Realty Ventures, LLC (Vendor # 158397) to provide meeting space and parking shuttle service at the Lake Opechee Inn and Spa, 62 Doris Ray Court, Laconia, NH 03246 in an amount not to exceed \$3,310.00, effective upon Governor and Executive Council approval through January 31, 2013, as follows:

Facility	Expense Item	Amount
Lake Opechee Inn and Spa	Meeting Space	\$ 3,160.00
Lake Opechee Inn and Spa	Parking Shuttle	\$ 150.00
TOTAL:		\$ 3,310.00

3. Contingent upon approval of Requested Action #s 1 and 2, authorize the Department of Health and Human Services, Division of Community Based Services, Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman to enter into a **sole source** Agreement with G. Allen Power, MD, 150 Highland Avenue, Rochester, NY 14620 (Vendor # pending) to provide Keynote and Workshop Presentations at the State of New Hampshire Abuse Prevention Conference, in an amount not to exceed \$4,000.00, effective upon Governor and Executive Council approval through January 31, 2013, as follows:

Speaker	Expense Item	Amount
G. Allen Power, MD	Keynote and Workshop Presentations	\$ 3,000.00
G. Allen Power, MD	Travel	\$ 1,000.00
TOTAL		\$ 4,000.00

4. Contingent upon approval of Requested Action #s 1 and 2, authorize the Department of Health and Human Services, Division of Community Based Services, Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman to enter into a **sole source** Agreement with Carmen Bowman, 8209 County Road 2, Brighton, CO 80603 (Vendor # pending) to provide Keynote and Workshop Presentations at the State of New Hampshire Abuse Prevention Conference, in an amount not to exceed \$2,500.00, effective upon Governor and Executive Council approval through January 31, 2013 as follows:

Speaker	Expense Item	Amount
Carmen Bowman	Keynote and Workshop Presentations	\$ 1,500.00
Carmen Bowman	Travel	\$ 1,000.00
TOTAL		\$ 2,500.00

05-095-48-480510-8930 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, ELDERLY-ADULT SERVICES, PROGRAM OPERATIONS, LONG TERM CARE OMBUDSMAN

SFY	Appropriation	Class/Object	Class Title	Amount
2013	010-048-89300000	102-500731	Contracts for Program Services	\$ 9,810.00

EXPLANATION

Relative to Requested Action #1:

The purpose of this one-day Conference is to provide education and training on the prevention of abuse, neglect and exploitation, including financial exploitation, of elders within New Hampshire. The Conference will provide opportunities for state and community stakeholders to focus on meeting the needs of prevention while enhancing self-determination and autonomy. National presenters that have provided consultation services to the Centers for Medicare and Medicaid Services (CMS) as well as national and international speaking engagements will provide education and training through two keynote presentations: "Dementia Beyond Drugs - Changing the Culture of Care" and "Individualized Care – Something We All Want". Additionally, workshops provided throughout the day will provide education and training from New Hampshire experts on 10 different topics and how they relate to the prevention of abuse, neglect and exploitation. The Conference agenda is attached.

The conference planning committee anticipates that up to 300 individuals from throughout New Hampshire will participate in the 2012 Conference, based on the attendance and overall success of last year's conference. These individuals include long-term care administrators, directors of nursing and social workers, community-based care managers, Bureau of Elderly and Adult Services' staff members, Office of the Long-Term Care Ombudsman staff and volunteer representative as well as other long-term care stakeholders. Department of Health and Human Services employees are not required to pay any registration fee for the conference nor is it anticipated that the department will incur any costs for overnight accommodations.

The Office of the Long-Term Care Ombudsman, Department of Health and Human Services' Bureau of Elderly and Adult Services Adult Protective Services and Friends of the New Hampshire Office of the Long-Term Care Ombudsman, a private nonprofit organization are sponsoring this event. The sponsors are responsible for overseeing and administering conference activities including registering attendees, organizing and ensuring that presentations and events run smoothly, hosting both attendees and presenters, and generally ensuring the overall success of the conference.

His Excellency, Governor John H. Lynch

and the Honorable Executive Council

October 3, 2012

Page 3

Conference registration fees collected by the Friends of New Hampshire Office of the Long Term Care Ombudsman will be used to pay expenses associated with the conference. Federal funds made available under Title VII Chapter 3 Programs for Prevention of Elder Abuse Neglect and Exploitation will be used to pay any remaining balance of conference expenses, limited to meeting space, parking shuttle and speaker expenses identified in the above Requested Actions #2 - #4. The Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman will not accept or expend registration fees.

Relative to Requested Action #2:

The Conference Committee contacted forty conference centers including six educational institutions throughout New Hampshire in an effort to reduce cost and build community relationships. The Conference Committee received five written quotes. Clearview Realty Ventures LLC dba/Lake Opechee Inn and Conference Center was selected as the successful bidder. The conference committee reviewed the quotes to determine conference availability, accessibility, location, accommodations and price. Clearview Realty Ventures LLC dba/Lake Opechee Inn and Conference Center was not the lowest bidder. Though there were several sites that had lower costs and that met the general needs for hosting the conference, only one conference site was available for the date of November 15, 2012, provided a central location and had the necessary space available. The bid summary is attached.

Relative to Requested Actions #3 and 4:

The Department of Health and Human Services offers the following **sole source** explanation. Considerable effort was made to obtain speakers for the 2012 Abuse Prevention Conference. Recently the Centers for Medicare and Medicaid Services has set forth several person centered initiatives which include, a mandated 25% reduction in the off label usage of anti-psychotic medications by December 31, 2012, the Hand-In-Hand educational package for caregivers of persons living with dementia, Quality Assurance Performance Improvement regulations, as well as significant rewrites of interpretive guidance to regulations which focuses on person centered and person directed approaches. To increase awareness of support from Centers for Medicare and Medicaid Services for these initiatives and the correlation between these topics and the "Prevention" of abuse and neglect, the conference committee chose to align these goals within the conference agenda. In seeking speakers for this conference who were known authorities within these fields, Dr. Power and Carmen Bowman were identified not only as leaders within these areas through their active participation in National campaigns but they were currently on contract to provide expert advice and consultation directly and indirectly to Centers for Medicare and Medicaid Services. Whereas both speakers currently contract with Centers for Medicare and Medicaid Services; Dr. Power in an advisory capacity with Centers for Medicare and Medicaid Services and the Senate Committee on Aging and Carmen Bowman in her role of consultation to Centers for Medicare and Medicaid Services regarding "culture change initiatives" "measurement tools", and identifying new standards of practice, it was determined that both speakers not only complemented each other but exceeded the expertise required for providing education during this conference. This expert education not only benefits providers and the professionals within State service that are charged with service, advocacy, providing expert advice, recommendations, education, regulatory compliance, and identification of abuse and neglect to New Hampshire's most vulnerable elders, but also for the elders within long-term care facilities to obtain educational opportunities regarding these topics that effect them directly.

The committee also sought fiscal responsibility in procuring both speakers. In review of the originally proposed speaking fees that were provided by Dr. Power and Carmen Bowman it was determined that the cost greatly exceeded the expenses of the 2011 keynote speaker engagements. The committee engaged in negotiations with both speakers and was able to reduce the quotes cumulatively by \$2,500, bringing the cost for both speakers not significantly greater than the cost of speakers for the 2011 conference. Additionally, both Dr. Power and Carmen Bowman agreed to provide complementing workshops for this conference at no additional charge.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
October 3, 2012
Page 4

Should the Governor and Executive Council determine to not authorize these requests; the State will have forgone the opportunity to utilize federal funds designated specifically for New Hampshire's most vulnerable elders and specifically for the purpose of providing special programs for the Prevention of Abuse, Neglect and Exploitation. Additionally, this conference provides New Hampshire Department of Health and Human Services a pivotal position in attaining similarly aligned goals and objectives set forth by Centers for Medicare and Medicaid Services that would improve the quality of life and quality of care provided to these elders. The 2012 Abuse Prevention Conference has a particular focus on topics that support and enhance autonomy, self-determination and opportunities for providers, elders within long-term care facilities and Department of Health and Human Services to gain skills to empower this elder population in a collaborative environment. By not authorizing this request these opportunities will be lost.

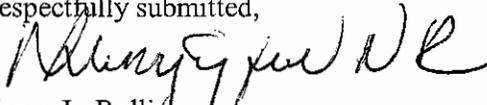
To measure the success of the conference, participants will be asked to submit written evaluations of the conference and whether or not it met their expectations and achieved the stated goals within the workshops attended.

The geographic area to be served is statewide. The conference is being held within a North Country community in an effort to meet the needs of stakeholders who routinely would have difficulty attending a conference south of Belknap County.

Source of Funds are 100% Federal.

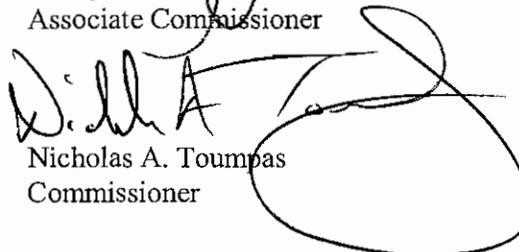
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this conference.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Keynote Speakers

Carmen Bowman MSH ACC

Carmen Bowman is the owner of the consulting, training and public speaking business Edu-Catering: Catering Education for Compliance and Culture Change, turning her former role of regulator to educator. Carmen was a Colorado state surveyor for nine years and is a former policy analyst with CMS where she taught the national CMS Basic Surveyor Training Course. Carmen now serves as a contractor to CMS on culture change projects including the 2008 CMS and Pioneer Network co-sponsored national environmental symposium called Creating Home in the Nursing Home: A National Symposium on Culture Change and the Environment Requirements. With CMS, she also co-developed the Artifacts of Culture Change measurement tool. She is currently serving on an AANAC grant project regarding The MDS and Culture Change.

Carmen holds a Master's degree in Healthcare Systems with an emphasis in eldercare from Denver University. Her Bachelor's degree is in Social Work and German from Concordia College in Moorhead, Minnesota.

Dr. Al Power MD

G. Allen Power, MD is an Eden Mentor at St. John's Home in Rochester, NY, and Clinical Associate Professor of Medicine at the University of Rochester. He is a board certified internist and geriatrician, and is a Fellow of the American College of Physicians / American Society for Internal Medicine. Dr. Power is a Certified Eden Alternative® Educator and a member of the Eden Alternative board of directors. He has lectured on dementia and other elder care topics throughout the US and Canada, the UK, Denmark, Singapore and Malta.

Dr. Power's book, *Dementia beyond Drugs: Changing the Culture of Care* was released by Health Professions Press in February 2010. It won a 2010 *Book of the Year Award* from the *American Journal of Nursing*, and a Merit Award from the 2011 National Mature Media Awards. He was awarded a Bellagio Residency in Italy for April 2012 by the Rockefeller Foundation, where he worked with Dr. Emi Kiyota on developing guidelines for sustainable communities that embrace people of all ages and abilities.

Dr. Power recorded introductory material for the new CMS educational package, "Hand in Hand", designed to help hands-on staff better care for people living with dementia. He will be working in an advisory capacity with CMS and the U.S. Senate Special Committee on Aging in 2012 for their new initiative to reduce anti-psychotic drug use in nursing homes.

Registration
Registration fee of \$50 must be received by October 27, 2012. Space is limited. Scholarships are available.

Name _____
Organization _____
Street Address _____
City State Zip _____
Phone _____
Email _____

Workshop Selection:

Please select your first second and third option for workshop choices. You will be registered for one choice per session

Morning Workshop Session
1. _____ 2. _____ 3. _____

Afternoon Workshop Session
1. _____ 2. _____ 3. _____

Contact Hours:

Approved for 6 "clock hours" through the NH Board of Nursing and NH Board of Nursing Home Administrators

Please return your completed registration with a check made payable to:
Friends of the NHOLTCO
Attn: Roger Vachon
19 Centerwood Dr., Concord, NH 03301

For scholarship information or general inquiries contact:

Darlene Cray
Office of the Long Term Care Ombudsman
Phone: (603) 271-4396
Email: darlene.a.cray@dhhs.state.nh.us

2012 State of New Hampshire Abuse Prevention Conference



Abuse Prevention Through Person Centered and Person Directed Initiatives

Thursday November 15, 2012
Lake Opechee Inn and
Conference Center*
62 Doris Ray Court, Laconia, NH

Presented by:
Office of the Long Term Care Ombudsman,
State of NH BEAS - Adult Protective Services
and Sponsored by the Friends of the
NHOLTCO

*special overnight rate available at the Inn by mentioning the conference when you reserve your room by phone.

AGENDA

8:30-9:00am Registration & Coffee

9:00am Welcoming and Opening Remarks -

9:30-10:50am Opening Plenary: Carmen Bowman MHS, ACC – **Individualized Care – Something We All Want**

10:55-11:50am Morning Workshops

12:00-1:30pm Lunch and Afternoon Plenary:
Dr. Allen Power, MD – **Dementia Beyond Drugs- A New Culture of Caring**

1:30-1:45pm Break and Resource Table Options

1:45-2:40pm Afternoon Workshops

2:45 – 3:30pm Closing Remarks – Evaluations - Certificates

Lunch - Provided

AM Workshops

A. Putting the Power of Decision Making Where it Belongs

Presented by Barbara A.M. Maloney, Esq. Attorney Maloney will identify the legal and ethical implications of decision making with regard to Guardianships and Advanced Directives as well as how to honor the personal choices of “the person” when these documents are in place.

B. Engaging and Empowering Residents

Presented by Carmen Bowman MHS, ACC and Seniors Aid New Hampshire (SANH) This joint presentation will focus on regulations and tools that support empowering conversation

and problem resolution. Learn how to engage residents of your care community by using learning circles, resident and family councils, and SANH.

C. Mental Health Awareness and Advocacy
Presented by Bernie Seifert, LICSW, National Association for Mental Illness (NAMI)
Bernie Seifert will identify areas of Mental Health that may go unnoticed and un-responded to in Long Term Care. Identify community based resources, look beyond the psychiatric diagnosis to see the person you're caring for, as well as learn ways to involve family members in the process.

D. LGBT in Aging
Presented by Lisa Krinsky, LICSW, Director of LGBT in Aging Project
Lesbian, Gay, Bisexual, or Transgender Elders living within care communities identify that discrimination, bullying and abuse still occur. Many are hiding their lives in order to avoid these interactions. Learn how to provide dignity and advocate for elders who seek equality.

E. Identifying and Responding to Financial Exploitation
Presented by New Hampshire Attorneys
Through this knowledge based and engaging session you will be able to identify different aspects of financial exploitation. Explore scenarios that occur and options for response that will assist with resolution.

PM Workshops

F. Abuse Prevention through the use of Advancing Excellence Goals
Presented by: Carol Scott Field Operation Manager, Advancing Excellence Campaign. Quality Assurance Performance Improvement “QAPT” is the new quality initiative presented by

CMS. Carol will explore how the Advancing Excellence Goals and Tools go hand in hand with abuse prevention.

G. Burnout and Staff Turnover – the Impact on Elders

Presented by Kate Waldo CTRS
Ms. Waldo will discuss caregiver burnout, how to identify it, and when it can lead to catastrophic situations when one person is caring for another. Combine this workshop with effective relationship building and you have the keys for successful reduction in staff turnover and increase in quality of life for elders in your care.

H. Investigation 101 and Abuse Reporting

Presented by James Brown, Special Investigator New Hampshire Attorney General's Office
Special Investigator Brown will delve into the basics of investigating Abuse Neglect and Exploitation. Identify when an investigation could interfere with investigations from other agencies.

I. Return to the Community- Asking the Question -

This workshop will provide information related to the MDS 3.0 Section Q and respond to concerns raised when asking the question related to learning about the possibility of return to the community. Can it be asked in a way that honors choice without causing emotional harm?

J. Special Session with Dr. Power –

Presented by Dr. Al Power MD
Dr. Power will continue his keynote through this interactive session. Learn about the seven domains of well-being and how identifying them can open the door to person directed non-pharmacological interventions.

SOLICITATION SUMMARY

SUMMARY OF WRITTEN QUOTES RECEIVED IN RESPONSE TO SOLICITATION FOR MEETING SPACE

	Location	Capacity for General Session	Total cost for space	Notes
1	SERESC Conference Center Bedford NH	250	\$1,665.00	Capacity can only accommodate 250 and southern NH location would impact attendance
2	Radisson Manchester Hotel Manchester NH	400+	\$2,600.00	Southern NH location would impact attendance
3	Lake Opechee Inn & Spa Laconia NH	350	\$3,160.00	Chosen Vendor based on availability, central location and capacity
4	Fireside Inn Lebanon NH	250	\$1,300.00	Can not meet capacity
5	Grappone Conference Center Concord NH	300	\$1,600.00	Unavailable for November 15, 2012 or any other date within that week. Breakout rooms would not meet general session attendance
SUMMARY OF SOLICITATION FOR MEETING SPACE FOR WHICH NO WRITTEN QUOTES WERE RECEIVED				
6	Sheraton Harborside Portsmouth NH	350		Total Conference Cost would exceed budget and Seacoast Location would impact attendance
7	NH Audubon-McLane Center Concord NH	100		Cannot meet capacity
8	Center Point Church Concord NH			Does not rent space
9	Grace Capital Church Pembroke NH			Did not return phone call
10	NH Forestry Department Concord NH	100		Cannot meet space capacity
11	LOEB School Bedford NH	100		Cannot meet space capacity
12	NH Fire Academy Pembroke NH	109		Cannot meet space capacity
13	Shaker Museum Canterbury & Enfield NH			Did not return phone call
14	The Audi (Concord Auditorium) Concord NH			Cannot provide breakout space
15	Plymouth State University Plymouth NH			Not available while classes in session
16	New Hampshire Technical Institute Concord NH			Not available while classes are in session
17	Concord High School Concord NH			Not available while classes are in session
18	St. Paul School Concord NH			No longer rents space
19	Tilton Preparatory School Tilton NH			Not available while classes are in session
20	Concord Unitarian Universalist Church Concord NH			Currently under renovation and not renting space
Other conference centers' information not represented on this list due to not meeting space requirements for this conference.				

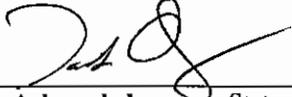
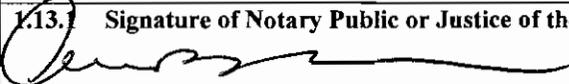
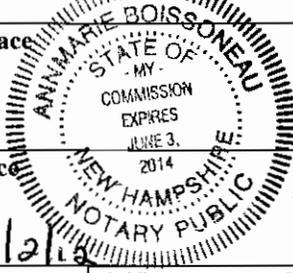
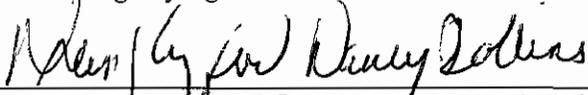
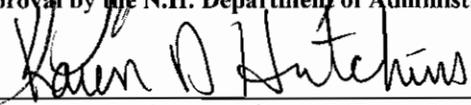
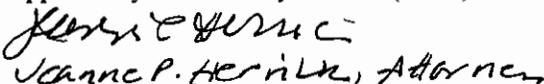
Subject: Conference Facility

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Clearview Realty Ventures, LLC		1.4 Contractor Address 62 Doris Ray Court Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-0111	1.6 Account Number 05-95-48-480510-89300000-102-500731	1.7 Completion Date January 31, 2013	1.8 Price Limitation \$3,310.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-9410	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAKE OGLBY DIRECTOR OF SALES	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/2/12</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Annmarie Boissoneau 10/2/12  Director of Human Resources			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 10/4/12			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney, On: 4 Oct. 2012			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: AD
Date: 10/2/12

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: AD
Date: 10/2/12

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

ORGANIZED MEETING-CONFERENCE: NEW HAMPSHIRE ABUSE PREVENTION

Date: October 1, 2012

Contract Period: Upon the date of Governor and Executive Council approval through January 31, 2013.

Contractor:

NAME:	Clearview Realty Ventures, LLC
ADDRESS:	62 Doris Ray Court. Laconia, NH 03264
TELEPHONE:	(603) 524-0111
CONTACT PERSON:	Jake Ogley, Director of Sales

1. SCOPE OF SERVICE

- 1.1. The Agreement is subject to prior approval from the Administration on Aging for the allowable use of the grant funding to pay for the conference space and the shuttle as delineated in Exhibit B, Table 1.
- 1.2. Conference Center
Clearview Realty Ventures, LLC (hereinafter referred to as the "Conference Center"), 62 Doris Ray Court, Laconia, NH 03264 will provide the following contracted services on the day of the State of New Hampshire Abuse Prevention Conference: Abuse Prevention Through Person Centered Initiatives (hereinafter referred to as the "Conference"). The Conference will be held November 15, 2012 from 8:00 am to 3:30 pm. Jake Ogley, Director of Sales of the Conference Center, is the identified contact person for services provided by the Conference Center prior to and on the day of the Conference.
- 1.3. Meeting Space:
The Conference Center will be providing meeting space for the day of the event. The cost for all of the space provided is \$3,160.00. The Opechee Room will be used for the Opening Remarks, Working Lunch Keynote and Breakout Workshops, to accommodate the 250+ attendees. The Opechee Room in addition to the Maple Room, the Oak Room, the Birch Room, and the Granite Room will provide the workshop space for morning and afternoon sessions. The Winnisquam Room will be set up for Registration, buffet tables and 3-4 display tables to be used for resource information provided by Conference presenters and Department of Health and Human Services, Bureau of Elderly and Adult Services' programs and services.
- 1.4. Registration:
The Conference Center will provide tables and linen for the use of registering attendees and will provide staff members to set up the registration area Conference

Contractor Initials: 
Date: 10/2/12

attendees from the Office of the Long Term Care Ombudsman and Department of Health and Human Services, Bureau of Elderly and Adult Services and Friends of the Office of the Long-Term Care Ombudsman will be volunteering to register, greet and direct conference participants.

1.5. Audio Visual Equipment:

The Conference Center will provide a screen, extension cords, power strips, speakers and wireless microphone for use in the Opechee Room for the keynote presentations at no cost.

1.6. Parking:

The Conference Center will provide parking for the Conference at no cost. Parking is available directly adjacent to the Conference Center and in a parking lot within a short distance. As there are attendees that may have Americans with Disabilities Act (ADA) accessibility requirements beyond the immediately adjacent spots, the Conference Center is providing a parking shuttle at the cost of \$150.00 that is available for morning and afternoon commutes between parking lot and conference center.

1.7. Delegation and Subcontractors:

DHHS recognizes that the contractor may choose to use subcontractors with greater expertise to perform certain functions for efficiency or convenience, but the contractor shall retain the responsibility and accountability for the function(s). The contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual requirements as the contractor and the contractor is responsible to ensure subcontractor compliance with those requirements.

1.8. Final Expenditure Report:

The Conference Center shall submit, not later than November 30, 2012, to the Office of the Long-Term Care Ombudsman a Final Expenditure Report to account for the total and final Conference Center's expenditures as delineated in this Agreement and in accordance with Table 1, Exhibit B. The report shall itemize and detail the dates, types and amount of expenditures. The expenditure report shall be subject to final approval by the Office of the Long-Term Care Ombudsman of the Conference Center's final expenditures prior to the Conference Center submitting invoices.

1.9. Completion of Services

Disallowance of Costs: Upon the purchase by the Department of the maximum services provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

1.10. Operation of Facilities

Contractor Initials: 
Date: 10/21/12

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

1.11 Entire Agreement

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement (does not apply to this contract), Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance (does not apply to this contract), Certificate of Good Standing, Certificate of Vote, Certificate of Proof of Insurance.

Contractor Initials: B
Date: 10/2/12

EXHIBIT B
Methods and Conditions Precedent to Payment

Contractor Name: Clearview Realty Ventures, LLC

Contract Period: Upon the date of Governor and Executive Council approval through January 31, 2013.

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Department of Health and Human Services (DHHS) shall reimburse the Contractor for services provided by the Contractor as follows:

Table 1

Service	SFY 2013
Meeting Space at the Conference Center, 62 Doris Ray Court, Laconia, NH	\$3,160.00
Parking Shuttle	\$ 150.00
Total	\$3,310.00

2. It is understood that in no event shall the total payments made by the Department of Health and Human Services under this Agreement exceed the sum of \$3,310.00.
3. The Conference Center's expenditures shall be invoiced and paid in the following manner:
- i. The invoice shall reflect the expenses in the Conference Center's Final Expenditure Report. The invoice shall detail all the expenses by date and type corresponding to Table 1 above.
 - ii. The Office of Long Term Care Ombudsman will review and approve the invoice for payment to be made within fifteen (15) days of receipt of the invoice.
 - iii. The Office of Long term Care Ombudsman shall first submit the invoice to the Friends of the New Hampshire Office of the Long-Term Care Ombudsman. The Friends of the New Hampshire Office of the Long-Term Care Ombudsman shall remit payment, as directed by the Office of Long Term Care Ombudsman, for all or a portion of the invoice to the Conference Center. The Friends of the New Hampshire Office of the Long-Term Care Ombudsman is 501(c)(3) for the purposes of "supporting the goals of the New Hampshire Office of the Long Term Care Ombudsman through education, volunteer support and fund raising" as stated in part in Article II of the Articles of Agreement.
 - iv. The Conference Center shall send a revised invoice showing the receipt of payment made by the Friends of the New Hampshire Office of the Long-Term Care Ombudsman and the remaining balance due. Upon receipt of the revised invoice, the Office of Long term Care Ombudsman will review and approve the invoice for payment.
 - v. The Office of Long term Care Ombudsman shall submit the revised invoice to the DHHS, Bureau of Elderly and Adult Services, Finance Unit, for the balance of the invoice, but not to exceed the Agreement amount of \$3,310.00.
4. This agreement is funded with 100% Federal Funds made available under the Catalog of Federal Domestic Assistance (CFDA) number 93.041, Administration for Community Living, Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation.
5. Final Expenditure Report and Invoices shall be mailed to:
 Attention: Darlene Cray
 Office of the Long-Term Care Ombudsman
 NH Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

Contractor Initials: 
 Date: 10/2/12

NH Department of Health and Human Services
(BFAM, etc.)
STANDARD EXHIBIT C
SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.

2. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.

3. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.

4. Invoices: The Contractor agrees to submit the following invoices at the following times if requested by the Department:

4.1 Interim Invoices: Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

4.2 Final Invoice: A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$5,000,000 per occurrence; and

Contractor Initials: 
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

CLEARVIBRO BEATTY
VENTURES, LLC

From: To: 1/31/2013
(Period Covered by this Certification)

JAKE OGLEY DIRECTOR OF SALES
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

10/2/12
(Date)

STANDARD EXHIBIT E

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 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**

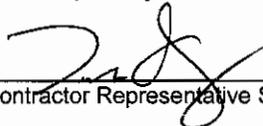
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI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

Contract Period: through January 31, 2013

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

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

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


JAKE OGLET DIRECTOR OF SALES
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

CLEARVIEW REALTY VENTURES, LLC
10/2/12
 (Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

[Signature]
(Contractor Representative Signature)

JACK O'LEARY DIRECTOR OF STARS
(Authorized Contractor Representative Name & Title)

CLEARVIEW REALTY VENTURES LLC
(Contractor Name)

10/2/12
(Date)

Contractor Initials: [Signature]
Date: 10/2/12

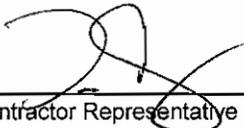
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


 (Contractor Representative Signature)

JAKE OGLEBY DIRECTOR OF SALES
 (Authorized Contractor Representative Name & Title)

CLEARVIEW REALTY VENTURES, LLC
 (Contractor Name)

10/2/12
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

JAKE OBLEY DIRECTOR OF SALES
(Authorized Contractor Representative Name & Title)

CLARIVIEW REALTY VENTURES, LLC
(Contractor Name)

10/21/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I

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

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials: *W*
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

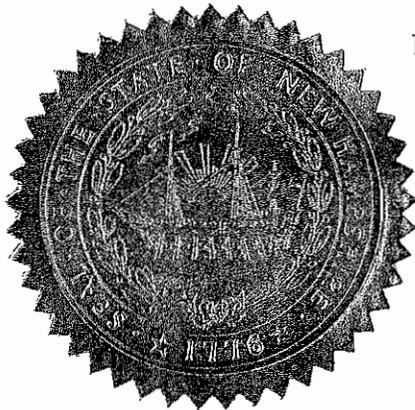
This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials: *W*
Date: 10/2/12

State of New Hampshire
Department of State

CERTIFICATE

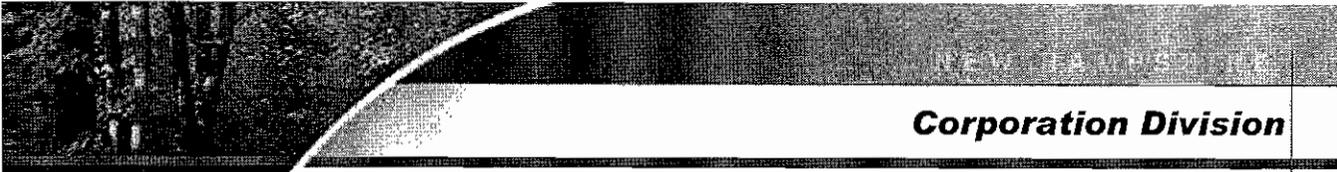
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLEARVIEW REALTY VENTURES, LLC is a New Hampshire limited liability company formed on March 10, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



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 January, A.D. 2012

A handwritten signature in cursive script, appearing to read "William Gardner".

William M. Gardner
Secretary of State


Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online

Date: 9/19/2012

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
CLEARVIEW REALTY VENTURES, LLC	Legal

Limited Liability Company - Domestic - Information

Business ID:	287709
Status:	Good Standing
Entity Creation Date:	3/10/1998
Principal Office Address:	62 DORIS RAY COURT LACONIA NH 03246
Principal Mailing Address:	62 DORIS RAY COURT LACONIA NH 03246
Last Annual Report Filed Date:	3/30/2012
Last Annual Report Filed:	2012

Registered Agent

Agent Name:	Boissoneau, Raymond
Office Address:	252 Willow Street Manchester NH 03103
Mailing Address:	

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



State of New Hampshire 2012 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 304-C:80.

REPORT DUE BY April 1, 2012

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/30/2012
Business ID: 287709
William M. Gardner
Secretary of State

CLEARVIEW REALTY VENTURES, LLC

62 DORIS RAY COURT
LACONIA, NH 03246

ENTITY TYPE:	LLC
BUSINESS ID:	287709
STATE OF DOMICILE:	NEW HAMPSHIRE
INN/SPA/CONFERENCE CENTER	

ADDRESS OF PRINCIPAL OFFICE:
62 DORIS RAY COURT
LACONIA, NH 03246

REGISTERED AGENT AND OFFICE:
BOISSONEAU, RAYMOND
252 WILLOW STREET
MANCHESTER, NH 03103

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

The new mailing address _____

The new principal office address _____

PO Box is acceptable.

MANAGERS	MEMBERS
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT</u>	NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS</u>
NAME STREET CITY/STATE/ZIP	MEMB. Michelle L Boissoneau-Dupont STREET 62 Doris Ray Court CITY/STATE/ZIP Laconla Nh 03246
NAME STREET CITY/STATE/ZIP	MEMB. Raymond Russell Boissoneau STREET 252 Willow Street CITY/STATE/ZIP Manchester Nh 03103
NAME STREET CITY/STATE/ZIP	NAME STREET CITY/STATE/ZIP
NAME STREET CITY/STATE/ZIP	NAME STREET CITY/STATE/ZIP
NAME STREET CITY/STATE/ZIP	NAME STREET CITY/STATE/ZIP
NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED	

To be signed by the manager, if no manager, must be signed by a member.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Michelle Boissoneau-Dupont

Please print name and title of signer: Michelle Boissoneau-Dupont / AUTHORIZED PARTY

NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): _____



WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE
RETURN COMPLETED REPORT AND PAYMENT TO:
New Hampshire Department of State, Annual Reports, P.O. Box 9529, Manchester, NH 03108-9529

Corporate Resolution

I, Michelle Boissoneau-DuPont, **herby certify** that I am a member of Clearview Realty Ventures, LLC. I hereby certify the following is a true copy of an appointment made at a meeting of the members, duly called and held on June 10, 2012 at which a quorum of the members were present and deciding.

Appointment: That Jake Ogley is duly authorized to enter a contract on behalf of Clearview Realty Ventures, LLC with the Department of Health and Human Services State of New Hampshire and further is authorized to execute any documents, which may in his judgment be desirable or necessary to effect the purpose of this appointment.

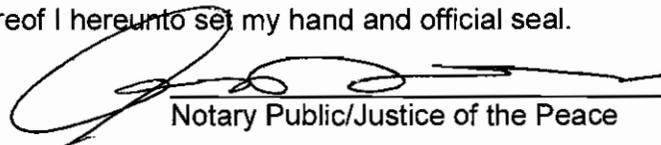
I **hereby certify** that said appointment has not been amended or repealed and remains in full force and effect as of the October 02, 2012. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicted.

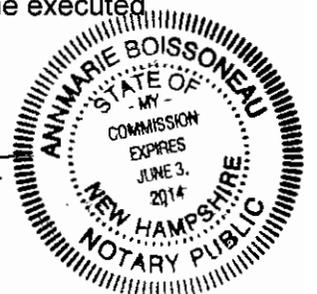
DATED: 10/2/12 ATTEST: Michelle Boissoneau-DuPont

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On October 2nd, 2012, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that Michelle Boissoneau-DuPont she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace





CERTIFICATE OF LIABILITY INSURANCE

CLEAR-4

OP ID: CJ

DATE (MM/DD/YYYY)

09/19/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance 155 Court Street Laconia, NH 03246	603-524-2425	CONTACT NAME: Christie Johnson	
	603-528-7791	PHONE (A/C, No, Ext): 603-524-2425	FAX (A/C, No): 603-524-3666
		E-MAIL ADDRESS: Cjohnson@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Charter Oak Fire Ins. Co.	
		INSURER B : Travelers P/C Co of America	
		INSURER C : Farmington Casualty Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Clearview Realty Ventures, LLC
DBA Lake Opechee Inn & Spa
62 Doris Ray Court
Laconia, NH 03246

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			P-630-2153R804-COF-10	06/03/12	06/03/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						Emp Ben. \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			P-810-5099R420-TIL-11	06/03/12	06/03/13	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			PSM-CUP-5099R597-TIL-12	06/03/12	06/03/13	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PFUB-2166R34-A-11	06/03/12	06/03/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

State of NH of the Long Term
Care Ombudsman

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Randy S. J.

© 1988-2010 ACORD CORPORATION. All rights reserved.

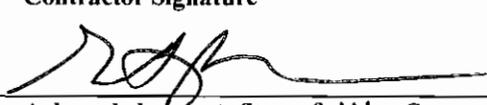
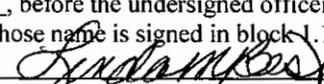
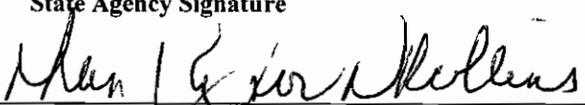
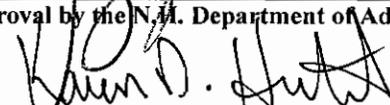
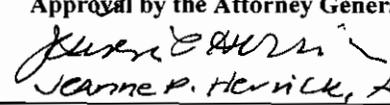
Subject: Conference Speaker

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name G. Allen Power M.D.		1.4 Contractor Address 150 Highland Avenue Rochester, NY 14620	
1.5 Contractor Phone Number (585) 760-1300	1.6 Account Number 05-95-48-480510-89300000-102-500731	1.7 Completion Date January 31, 2013	1.8 Price Limitation \$4,000.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-9410	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory G. ALLEN POWER M.D.	
1.13 Acknowledgement: State of <u>NY</u> , County of <u>MONROE</u> On <u>10/2/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that <u>she</u> executed this document in the capacity indicated in block 1.12. 			
1.13.1 Signature of Notary Public or Justice of the Peace LINDA M. BEST NOTARY PUBLIC, STATE OF NEW YORK No. 018E6115595 [Seal] QUALIFIED IN MONROE COUNTY <u>Sept 7, 2016 Expires</u>			
1.13.2 Name and Title of Notary Public or Justice of the Peace LINDA M. BEST MY COMMISSION EXPIRES <u>SEP 7, 2016</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>10/5/12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7 OCT. 2012</u> Jeanne P. Herrick, Attorney			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: AB
Date: 10/2/12

EXHIBIT A

ORGANIZED MEETING-CONFERENCE: NEW HAMPSHIRE ABUSE PREVENTION

Date: October 1, 2012

Contract Period: Upon the date of Governor and Executive Council approval through January 31, 2013.

Contractor

NAME:	G. Allen Power, MD
ADDRESS:	150 Highland Avenue Rochester NY 14620
TELEPHONE:	(585) 760-1300
CONTACT PERSON:	G. Allen Power, MD

SCOPE OF SERVICE

1. Dr. G Allen "Al" Power (hereinafter referred to as "Dr. Power") will provide the following contracted services at the State of New Hampshire Abuse Prevention Conference: Abuse Prevention through Person Centered Initiatives on November 15, 2012 from 8 AM to 3:30 PM.

1.1. The Agreement is subject to prior approval from the Administration on Aging for the allowable use of the grant funding to pay a honorarium for the provision of the Keynote and Workshop Presentations and the speaker's associated travel costs to present at this conference as delineated in Exhibit B, Table 1.

1.2 Keynote Presentation: Dr. Power will be speaking between 60 and 90 minutes to provide this keynote presentation: "Dementia Beyond Drugs - Changing the Culture of Care".

A synopsis of the program: "Dementia Beyond Drugs – Changing the Culture of Care" is that in long-term care the current biomedical approach to dementia does not work. It views individuals from the narrow standpoint of disease, and creates a deficit-based care approach that fosters disempowerment, isolation and over medication. Using a similar paradigm shift to that of the major person centered movements, a new "experiential" model is presented that fosters meaningful engagement and well-being, by understanding the individual's experience and cultivating personal strengths to create better lives for all.

Objectives: at the end of the session, participants will be able to:

- 1) Describe the drawbacks of our current model of care for dementia;
- 2) Challenge the use of psychiatric medication for behavioral distress;

Contractor Initials:
Date: 10/1/12

- 3) Envision a new "experiential" model for dementia and contrasted with the traditional approach;
- 4) Understand the critical role of transformation of the care environment in personal, operational and structural aspects, and
- 5) Apply the model to various care scenarios to show its advantage over current practice

1.3 Workshop Presentation: Dr. Power will present a 55-minute workshop session: "Dementia Beyond Drugs - Person Centered Initiatives". The workshop session will continue the topic of the keynote presentation within an engaging roundtable format targeting long-term care providers. Dr. Power will include within these initiatives his work with the Centers for Medicare and Medicaid Services (CMS) regarding "Hand in Hand" and Music and Memory. Dr. Power will also provide evidenced based initiatives that have been successful in the implementation of practice-based solutions that create individualized approaches that improve well-being for people living with dementia and their care partners.

1.4 Final Expenditure Report:

The Contractor shall submit, not later than November 30, 2012, to the Office of the Long-Term Care Ombudsman a Final Expenditure Report to account for the total and final speaker honorarium and travel expenditures as delineated in this Agreement and in accordance with Table 1, Exhibit B. The report shall itemize and detail the dates, types and amount of expenditures. The expenditure report shall be subject to final approval by the Office of the Long-Term Care Ombudsman of the Contractor's final expenditures prior to the Contractor submitting invoices.

1.5 Entire Agreement

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke (does not apply to this contract), Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement (does not apply to this contract) and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance (does not apply to this contract), Notary Statement, Certificate of Proof of Insurance and Curriculum Vitae.

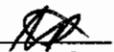
Contractor Initials: 
Date: 10/2/12

EXHIBIT B

Methods and Conditions Precedent to Payment

Contractor Name: G. Allen Power MD

Contract Period: Upon the date of Governor and Executive Council approval through January 31, 2013.

- 1) Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Department of Health and Human Services (DHHS) shall reimburse the Contractor for services provided by the Contractor as follows:

Table 1

Service	SFY 2013
Keynote and Workshop Presentations	\$3,000.00
Travel Expenses	\$1,000.00
Total	\$4,000.00

- 2) It is understood that in no event shall the total payments made by the Department of Health and Human Services under this Agreement exceed the sum of \$4,000.00.
- 3) The Contractor's expenditures shall be invoiced and paid in the following manner:
- i. The invoice shall reflect the total expenses in the Contractor's Final Expenditure Report. The invoice shall detail all the expenses by date and type corresponding to Table 1 above.
 - ii. Upon receipt of the invoice, the Office of Long Term Care Ombudsman will review and approve the invoice for payment.
 - iii. The Office of Long Term Care Ombudsman shall first submit the invoice the fiscal agent for this conference, the Friends of the New Hampshire Office of the Long-Term Care Ombudsman, a 501(c)(3) created for the purposes of "supporting the goals of the New Hampshire Office of the Long Term Care Ombudsman through education, volunteer support and fund raising" as stated in part in Article II of the Articles of Agreement. The Friends of the New Hampshire Office of the Long-Term Care Ombudsman shall remit payment to the Contractor, as directed by the Office of Long Term Care Ombudsman, for all or a portion of the invoice.
 - iv. The Contractor shall send a revised invoice showing the receipt of payment made by the Friends of the New Hampshire Office of the Long-Term Care Ombudsman and the remaining balance due. Upon receipt of the revised invoice, the Office of Long term Care Ombudsman will review and approve the revised invoice for payment.
 - v. The Office of Long term Care Ombudsman shall submit the revised invoice to the DHHS, Bureau of Elderly and Adult Services, Finance Unit, for the balance of the invoice, but not to exceed the Agreement amount of \$4,000.00.
- 4) This agreement is funded with 100% Federal Funds made available under the Catalog of Federal Domestic Assistance (CFDA) number 93.041, Administration for Community Living, Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation.
- 5) Final Expenditure Report and Invoices shall be mailed to:
- Attention: Darlene Cray
Office of the Long-Term Care Ombudsman
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Contractor Initials: AP
Date: 1/1/12

NH Department of Health and Human Services
(BFAM, etc.)
STANDARD EXHIBIT C
SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.

2. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.

3. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.

4. Invoices: The Contractor agrees to submit the following invoices at the following times if requested by the Department:

4.1 Interim Invoices: Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

4.2 Final Invoice: A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 14.1.1 and 14.1.2 of the General Provisions of this contract are deleted and the following subparagraph is added:**

14.1.1 Professional liability insurance for claims made, in amounts of not less than \$1,300,000 each person and \$3,900,000 total. The substituted limitations for liability coverage were accepted by the Department based on consideration of the risks associated with the Contractor's role of providing training and education at the State of New Hampshire Abuse Prevention Conference.

Contractor Initials:
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

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 GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

G. ALLEN POWER MD From: _____ To: 1/31/2013
 (Contractor Name) (Period Covered by this Certification)

(Name & Title of Authorized Contractor Representative)

[Signature] _____ 10/2/12
 (Contractor Representative Signature) (Date)

Contractor Initials: AA
 Date: 1/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT E

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 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
*Socail 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

Contract Period: through January 31, 2013

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

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

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

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

G. ALLEN POWEN MA (Contractor Name) 10/2/12 (Date)

Contractor Initials: [Signature]
Date: 1/2/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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

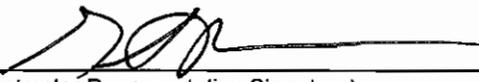
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

W. ALLEN POWERS JR _____

(Contractor Name) (Date)

Contractor Initials: 
 Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

G. Arsen Power Co 10/2/12

(Contractor Name) (Date)

Contractor Initials: GA
Date: 10/2/12

NH Department of Health and Human Services
STANDARD EXHIBIT H
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials:
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT I

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

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials:
Date:

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials:
Date:
 10/2/12

Certificate of Insurance

Issue Office: NYC Office

Phone Number: 212 576 9670

Date of Issue: September 24, 2012

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

POLICY ADMINISTRATOR:

G. Allen Power, MD
 150 Highland Avenue
 Rochester, NY 14620

INSURED:

MP0364406
 G. Allen Power, MD

COVERAGES

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY	
Professional Liability	NY-PZ-PC-3387918-ND	07/01/2012	07/01/2013	Each Person	\$1,300,000
				Total	\$3,900,000

Claims Made Occurrence

Specialty: Internal Medicine, excluding cardiac catheterization but including cardiology, gastroenterology, rheumatology, pulmonary disease, endocrinology and medical oncology

Specialty Specific Limiting Endorsements, if any: None

Cancellation, Change or Nonrenewal:

IN THE EVENT OF ANY MATERIAL CHANGE IN, CANCELLATION OF, OR FAILURE TO RENEW SAID POLICY, THE COMPANY ISSUING THIS CERTIFICATE WILL ENDEAVOR TO GIVE WRITTEN NOTICE TO THE PARTY TO WHOM THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY UPON THE COMPANY.

CERTIFICATE HOLDER:

State of New Hampshire Office of Long Term Care Ombudsman
 Attn: Credentialing
 129 Pleasant Street
 Concord, NH 03301



Authorized Representative

Brief Biographical Notes

G. Allen Power, MD is Eden Mentor at St. John's Home in Rochester, NY, and Clinical Associate Professor of Medicine at the University of Rochester. He is a board certified internist and geriatrician, and is a Fellow of the American College of Physicians / American Society for Internal Medicine.

Dr. Power is a Certified Eden Alternative® Educator and a member of the Eden Alternative board of directors. He has lectured on dementia and other elder care topics throughout the US and Canada, the UK, Denmark, Singapore and Malta.

Dr. Power's book, *Dementia beyond Drugs: Changing the Culture of Care* was released by Health Professions Press in February 2010. It won a 2010 *Book of the Year Award* from the *American Journal of Nursing*, and a Merit Award from the 2011 National Mature Media Awards. He was awarded a Bellagio Residency in Italy for April 2012 by the Rockefeller Foundation, where he worked with Dr. Emi Kiyota on developing guidelines for sustainable communities that embrace people of all ages and abilities.

Dr. Power recorded introductory material for the new CMS educational package, "Hand in Hand", designed to help hands-on staff better care for people living with dementia. He will be working in an advisory capacity with CMS and the U.S. Senate Special Committee on Aging in 2012 for their new initiative to reduce antipsychotic drug use in nursing homes.

Dr. Power is featured in the new documentary *Alive Inside*, which details the power of music to awaken the abilities of people living with dementia. Dr. Power is also a charter member of the International Advisory Board for Australia's Dementia Foundation for Spark of Life, created to support the award-winning work of Dementia Care Australia.

In 2007 Dr. Power participated in a CMS webcast teaching culture change principles to nursing home surveyors. He was an expert consultant to New York's Quality Improvement Organization for CMS' Eighth Scope of Work program on culture change and depression, and their Ninth Scope of Work program on restraint removal.

Dr. Power is a featured contributor to Eden Founder Dr. Bill Thomas' web log at www.changingaging.org. He has been interviewed by *BBC Television*, *The Washington Post*, *The Los Angeles Times*, *The Wall Street Journal*, Singapore's *Straits Times*, *Provider*, *Caring for the Ages*, *MD News*, WHYY radio, WXXI radio, many other publications and radio shows, and for the book *Old Age in a New Age: The Promise of Transformative Nursing Homes*, by Beth Baker.

In 2011, Dr. Power developed dementia training curricula for the Arkansas Department of Health and Human Services and for The Eden Alternative organization. He is working with AgeSong Communities of San Francisco and faculty from UCSF to develop a mindfulness-based training program for care partners of people with dementia.

Dr. Power is also a trained musician and songwriter with three recordings, including *Life worth Living: A Celebration of Elders and Those Who Care for Them*. His songs have been recorded by several artists and performed on three continents. Peter, Paul and Mary performed his song of elder autonomy, "If You Don't Mind", and Walter Cronkite used his song, "I'll Love You Forever" in a 1995 *Discovery Channel* profile of American families.

CURRICULUM VITAE

G. ALLEN POWER, MD, FACP

PERSONAL INFORMATION

Home Address: 190 Rich's Dugway Road
Rochester, NY 14625

Professional Address: St. John's Home
150 Highland Avenue
Rochester, NY, USA 14620
1-585-760-2639
1-585-461-5297 (FAX)
apower@stjohnsliving.org
www.alpower.net

PRESENT ACADEMIC RANK AND POSITION

Clinical Associate Professor of Medicine, University of Rochester School of Medicine and Dentistry, (2003 - Present)

EDUCATION

Undergraduate: University of Rochester, Rochester, NY. BA - Biology, May 1976

Medical School: University of Rochester School of Medicine and Dentistry, Rochester, NY. MD - May 1980

Residency: University of Rochester Primary Care Program in Internal Medicine, Rochester, NY (1980-1983)

Fellowship: Chief Resident in Medicine, Rochester General Hospital, Rochester, NY (1983-1984)

BOARD CERTIFICATION

ABIM Certification - Internal Medicine, September 1983

Certification of Added Qualification in Geriatrics - April 1992, re-certified August 2002

MEDICAL LICENSURE

New York, 149294-1 (1982 - Present)

HONORS / AWARDS

General: Rockefeller Foundation Bellagio Resident for 3/26/12-4/23/12

Author: *American Journal of Nursing* 2010 Book of the Year Award recipient for
Dementia beyond Drugs: Changing the Culture of Care

Merit Award, 2011 National Mature Media Awards, for *Dementia beyond
Drugs: Changing the Culture of Care*

Faculty: Excellence Award for medical student teaching, University of Rochester
Ambulatory Clerkship, August 2009

PUBLICATIONS

Dementia beyond Drugs: Changing the Culture of Care, Health Professions Press,
Baltimore, February 2010

SELECTED EDUCATIONAL ACTIVITIES

Consultant for CMS and Senate Committee on Aging antipsychotic reduction initiatives,
2012

Featured in documentary film, *Alive Inside*, released 2012

Featured in introductory video for new CMS "Hand in Hand" educational series

"Dementia beyond Drugs" 2-day training course developed for The Eden Alternative and
classes scheduled in the US and Canada, 2012 and beyond

"Dementia beyond Drugs" 2-day train-the-trainer workshop, Arkansas Innovative
Performance Program, February 2011, Little Rock, AR

Instructor, 2nd Year Master Clinician Rounds, University of Rochester School of
Medicine (2001-present)

Eden Alternative training workshops around the country, in Canada and Singapore
Teleconference on Restraint Removal for New York QIO member homes for Centers for Medicare and Medicaid Services' 9th Scope of Work program, November 2008.
Participant in CMS instructional video on culture change, September 2007.

Guest lectures:

Nazareth College, Aging and Society class—October 2011, Rochester, NY

St. Cloud State University Gerontology, Nov. 2010, St. Cloud, MN

St. John Fisher College, Nursing—May 2010 and May 2011, Sociology—Oct. 2009, Rochester, NY

Erickson School of Aging Gerontology, November 2008, Baltimore, MD

SELECTED RECENT LECTURES

“Dementia beyond Drugs: Changing the Culture of Care” - Many sessions, including:

Alzheimer's Assn. of Northern California/Nevada, May 2012, Foster City CA

LEADER Annual Conference, March, 2012, Marksville LA

Alzheimer's Resource of Alaska, February 2012, Anchorage AK

Capital Care Annual Meeting, February 2012, Edmonton, Alberta, Canada

Schlegel Village Corporate Retreat, September, 2011, Collingwood, ON, Canada

Pioneer Network Annual Conference, August 2011, St. Charles MO

Alzheimer's Association of Western and Central Washington, April 2011, Seattle WA

Sherbrooke Community Centre, Saskatoon, SK, Canada

Alzheimer's Disease International, March 2011, Toronto, Ontario, Canada

National Temakonference, March 2011, Copenhagen, Denmark

Hua Mei Centre for Healthy Aging, September 2010, Singapore

Eden Alternative International Conference, June 2010, Denver CO

American Medical Directors Association, March 2010, Long Beach CA

Alzheimer's Disease International, March 2009, Singapore

“Principle 7 Meets F-Tag 329: Optimizing Medical Treatment to Promote Growth”

Eden Alternative 6th International Conference, May 2012, Grand Rapids MI

“Culture Change: From Big Picture to Bedside to Bottom Line”

LeadingAgeNY Annual Session, May 2012, Saratoga Springs, NY

“Culture Change in Long-Term Care: What It Is and Why It Matters”

Alpha Medical Forum, April 2011, Daytona Beach, FL

LeadingAge Oklahoma, June 2011, Oklahoma City, OK

“The Green House Model and Dementia”

National Temakonference, March 2011, Copenhagen, Denmark

“Transformation of Long-Term Care in the 21st Century”

Rochester General Hospital Visiting Fellow lecture, February 2011, Rochester NY

“The ‘How’ of Culture Change: Ten Steps to Transformation

Pioneer Network Annual Conference, August 2010, Indianapolis, IN

IAHSA, July 2009, London, England

“Aging in Community: The St. John's Green House Project”

State Society on Aging Annual Conference, October 2009, Albany NY

Monroe Community Hospital Grand Rounds, February 2009, Rochester, NY

CURRENT INSTITUTIONAL AND ADMINISTRATIVE RESPONSIBILITIES

Physician / Eden Mentor, St. John's Home (2007-present)

Board of Directors, The Eden Alternative, Inc. (2009 – present)

International Advisory Board, Dementia Care Foundation for *Spark of Life* (2011-present)

PROFESSIONAL MEMBERSHIPS AND SOCIETIES

Fellow, American College of Physicians (1996 – Present)

CLINICAL PRACTICE

Full-time geriatrics practice, St. John's Home (2000-2007)

Full-time geriatrics practice, St. Ann's Home (1991 - 2000)

Private practice in internal medicine (1984-1991)

CIVIC ACTIVITIES AND OTHER AREAS OF INTEREST

Singer / Songwriter with three recorded albums

Songs performed by various artists in the US, Canada, Europe and Australia

“If You Don't Mind” performed by Peter, Paul & Mary

“I'll Love You Forever”, used by Walter Cronkite for a documentary on American families on the *Discovery Television Channel*, December 1995

Subject: Conference Speaker

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Carmen Bowman		1.4 Contractor Address 8209 County Rd. 2 Brighton, Colorado 80603	
1.5 Contractor Phone Number (303) 981-7228	1.6 Account Number 05-95-48-480510-89300000-102-500731	1.7 Completion Date January 31, 2013	1.8 Price Limitation \$2,500.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-9410	
1.11 Contractor Signature <i>Carmen Bowman</i>		1.12 Name and Title of Contractor Signatory <i>Carmen Bowman, Owner</i>	
1.13 Acknowledgement: State of <u>CO</u> , County of <u>Weld</u> On <u>9/3/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Jennifer M. Ables</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Jennifer M. Ables Admin Asst. Police/Court Clerk</i>			
1.14 State Agency Signature <i>Nancy L. Rollins for Nancy Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Robert D. Hunt</i> Director, On: <u>10/5/12</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>James R. Herinck</i> Attorney, On: <u>4 OCT. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: CB
Date: 10/2/12

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: CB
Date: 10/2/12

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

ORGANIZED MEETING-CONFERENCE: NEW HAMPSHIRE ABUSE PREVENTION

Date: October 1, 2012

Contract Period: Upon the date of Governor and Executive Council approval through January 31, 2013.

Contractor:

NAME: Carmen Bowman
ADDRESS: 8209 County Rd. 2
Brighton, CO 80603
TELEPHONE: (303) 981-7228
CONTACT PERSON: Carmen Bowman

SCOPE OF SERVICE

1. Carmen Bowman will provide the following contracted services at the State of New Hampshire Abuse Prevention Conference: Abuse Prevention through Person Centered Initiatives on November 15, 2012 from 8 AM to 3:30 PM.
 - 1.1. This Agreement is subject to prior approval from the Administration on Aging for the allowable use of the grant funding to pay a honorarium for the provision of the Keynote and Workshop Presentations and the speaker's associated travel costs to present at this conference as delineated in Exhibit B, Table 1.
 - 1.2 **Keynote Presentation:** Carmen Bowman will be speaking between 60 and 90 minutes to provide this keynote presentation: "Individualize Care – Something We All Want".

A synopsis of the program: "Individualized Care – Something We All Want"
Since 1987 federal regulations have required nursing homes to honor resident choice. In 2009 Centers for Medicare and Medicaid Services (CMS) issued new guidance reiterating this requirement for choice in waking, retiring, eating and bathing. Institutional living is often known for lack of choice. Unfortunately, institutional ways can creep into even less institutional settings. Be challenged to offer choice in every aspect of living whether you serve people and independent living, adult day services, assisted living, nursing homes or rehab settings. Most people are used to self-directed living, making choices all day long it should be no different no matter where we live. Can an institutional setting be changed with no or very little money? Can person directed practices be implemented without worry about regulations? If either of these issues concern you be encouraged and reminded that changing institutional culture can be done without money and many culture change principles and values can be incorporated into your culture without any link to regulations. In fact, focusing on the Objectives: at the end of the session, participants will be able to:

Contractor Initials: *CB*
Date: *10/2/12*

- 1) Describe how to deploy individualized care within the continuum of Long Term Care;
- 2) List five ways to integrate Person Centered and Person Directed Care at no extra cost to your facility;
- 3) List regulations that support individualized care;
- 4) Explain how ideas of Culture Change align with care that is moving in the direction of Person Centered and Person Directed Care, and
- 5) Apply methods of individualized care to your current model of care to show its advantage over current practice.

1.3 Workshop Presentation: Carmen Bowman will present a 55-minute workshop presentation "Resident Engagement – Communication and Empowerment". The workshop session will continue the keynote presentation within an engaging format targeting long-term care providers as well as Long Term Care Residents. Carmen Bowman will relay information pertinent to regulations that support residents and family members, particularly those who wish to organize as a group and explore the regulations that state "When a resident or family group exists, the facility must listen to the views and act upon the grievances and recommendations of residents and families concerning proposed policy and operational decisions affecting resident care and life in the facility" as well as the rights that are supported when these groups exist. Ms. Bowman will also provide insight into practices and tools that improve communication and empower residents within Long Term Care communities.

1.4 Final Expenditure Report:

The Contractor shall submit, not later than November 30, 2012, to the Office of the Long-Term Care Ombudsman an Expenditure Report to account for the total and final speaker honorarium and travel expenditures as delineated in this Agreement and in accordance with Table 1, Exhibit B. The report shall itemize and detail the dates, types and amount of expenditures. The expenditure report shall be subject to final approval by the Office of the Long-Term Care Ombudsman of the Contractor's final expenditures prior to the Contractor submitting invoices.

1.5 Entire Agreement

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke (does not apply to this contract), Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement (does not apply to this contract) and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance (does not apply to this contract), Certificate of Proof of Insurance and Curriculum Vitae.

Contractor Initials: *CB*
Date: *10/2/12*

EXHIBIT B

Methods and Conditions Precedent to Payment

Contractor Name: Carmen Bowman

Contract Period: Upon the date of Governor and Executive Council approval through January 31, 2013.

- 1) Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Department of Health and Human Services (DHHS) shall reimburse the Contractor for services provided by the Contractor as follows:

Table 1

Service	SFY 2013
Keynote and Workshop Presentations	\$1,500.00
Travel Expenses	\$1,000.00
Total	\$2,500.00

- 2) It is understood that in no event shall the total payments made by the Department of Health and Human Services under this Agreement exceed the sum of \$2,500.00.
- 3) The Contractor's expenditures shall be invoiced and paid in the following manner:
- i. The invoice shall reflect the total expenses in the Contractor's Final Expenditure Report. The invoice shall detail all the expenses by date and type corresponding to Table 1 above.
 - ii. Upon receipt of the invoice, the Office of Long Term Care Ombudsman will review and approve the invoice for payment.
 - iii. The Office of Long Term Care Ombudsman shall first submit the invoice to the fiscal agent for this conference, the Friends of the New Hampshire Office of the Long-Term Care Ombudsman, a 501(c)(3) created for the purposes of "supporting the goals of the New Hampshire Office of the Long Term Care Ombudsman through education, volunteer support and fund raising" as stated in part in Article II of the Articles of Agreement. The Friends of the New Hampshire Office of the Long-Term Care Ombudsman shall remit payment to the Contractor, as directed by the Office of Long Term Care Ombudsman, for all or a portion of the invoice.
 - iv. The Contractor shall send a revised invoice showing the receipt of payment made by the Friends of the New Hampshire Office of the Long-Term Care Ombudsman and the remaining balance due. Upon receipt of the revised invoice, the Office of Long term Care Ombudsman will review and approve the invoice for payment.
 - v. The Office of Long term Care Ombudsman shall submit the revised invoice to the DHHS, Bureau of Elderly and Adult Services, Finance Unit, for the balance of the invoice, but not to exceed the Agreement amount of \$2,500.00.
- 4) This agreement is funded with 100% Federal Funds made available under the Catalog of Federal Domestic Assistance (CFDA) number 93.041, Administration for Community Living, Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation.
- 5) Final Expenditure Report and Invoices shall be mailed to:
- Attention: Darlene Cray
 Office of the Long-Term Care Ombudsman
 NH Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301

Contractor Initials: *CB*

Date: *10/2/12*

NH Department of Health and Human Services
(BFAM, etc.)
STANDARD EXHIBIT C
SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.

2. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.

3. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.

4. Invoices: The Contractor agrees to submit the following invoices at the following times if requested by the Department:

4.1 Interim Invoices: Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

4.2 Final Invoice: A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

Contractor Initials: CB
Date: 10/24/12

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 14.1.1 and 14.1.2 of the General Provisions of this contract are deleted and the following subparagraph is added:**

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and \$2,000,000 general aggregate. The substituted limitations for liability coverage were accepted by the Department based on consideration of the risks associated with the Contractor's role of providing training and education at the State of New Hampshire Abuse Prevention Conference.

Contractor Initials: CB
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

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 GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

Carmen Bowman From: 10/2/12 To: 1/31/2013
(Contractor Name) (Period Covered by this Certification)

Carmen Bowman, Owner
(Name & Title of Authorized Contractor Representative)

Carmen Bowman 10/2/12
(Contractor Representative Signature) (Date)

STANDARD EXHIBIT E

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 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

Contract Period: _____ through January 31, 2013

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

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

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

Carmen Bowman, Owner
 (Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Carmen Bowman 10/2/12
 (Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 (1)(b) of this certification; and
 - (d) 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.
- (2) 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

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Carmen Bowman, Owner
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Carmen Bowman 10/2/12
(Contractor Name) (Date)

Contractor Initials: CB
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Carmen Bowman, Owner
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Carmen Bowman 10/2/12
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials: CB
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT I

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

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials: CB
Date: 10/2/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

This page intentionally left blank. This Exhibit does not apply to this contract.

Contractor Initials: CB
Date: 10/2/12

Carmen Bowman is a consultant, trainer, author and owner of Edu-Catering: Catering Education for Compliance and Culture Change turning her former role of regulator into educator. Carmen was a Colorado state surveyor for nine years, a policy analyst with CMS Central Office where she taught the national Basic Surveyor Course and was the first certified activity professional to be a surveyor also serving on the four year panel with CMS developing the new guidance to Tags 248 Activities and 249 Qualified Activity Director. As a contractor to CMS, Carmen co-developed the Artifacts of Culture Change measurement tool, authored the background papers for and facilitated both Creating Home national symposiums. She then facilitated the Task Force that developed the new Dining Practice Standards agreed upon by twelve national clinical standard setting organizations. Recently she co-authored a paper with Dr. Judah Ronch *The Power of Language to Create Culture*, a new book called *Eliminating Alarms and Preventing Falls by Engaging the Whole Person* and facilitated the first Surplus Safety Symposium. Carmen has a Master's degree in Healthcare Systems, a Bachelor's in Social Work and German, is a Certified Eden Associate and Eden Mentor, Certified Validation Worker and Group Practitioner. She co-founded the Colorado Culture Change Coalition, and with Action Pact has authored seven culture change workbooks plus hosts a monthly web culture change talk show called *Conversations with Carmen*.

Curriculum Vitae
Carmen S. Bowman, BSW, MHS
8209 WCR 2, Brighton, CO 80603
Phone: 303-655-9810 Cell: 303-981-7228

Education

Master of Healthcare Systems, Denver University, Eldercare Emphasis
Bachelors of Social Work and German, Concordia College, Moorhead, MN
Certificate in Gerontology, Denver University

Current Employment

EDU-CATERING: Catering Education for Compliance and Culture Change in LTC. Owner. Consulting, national public speaking, educating and inspiring change for the LTC continuum. Invited to give keynotes, endnotes, breakout sessions and all day workshops to many state culture change coalitions, the Pioneer Network and state and national long term care association conferences, QIO training events, as well as webinars and teleconferences to numerous groups. Highlights have been giving the keynote for the Association of Health Facility Survey Agencies in 2009 and facilitating the first-ever Surplus Safety Symposium sponsored by the Erickson School of Aging and funded by the Rothschild Foundation in 2012.

Currently under contract with the Colorado Culture Change Coalition to provide technical assistance to promote culture changes.

Completed a year-long teleconference series with the Arkansas Improvement Performance Program and 18 homes selected to work on culture change practices. Gave a three part series of webinars with the New York Association of Homes and Services for the Aging: 1) Changing Culture with Little or No Money and Worry about Regulations; 2) Living a Life Full of Choices; and 3) Oodles of Ideas of Overcoming Resistance to Change.

Worked under contract with Pioneer Network to develop a web based toolkit to go along with the Artifacts of Culture Change measurement tool (co-developed under contract with CMS, see below) to help providers find resources, regulations and results/outcomes to each of the 79 items. Worked under contract with the Pioneer Network to facilitate the Task Force that developed the new Dining Standards of Practice to be used by nursing home providers and referenced by CMS regulations and guidance.

Was awarded two grants with the Colorado Civil Monetary Penalty Grants Culture Change Accountability Board: Surveyor Dialogue where Colorado and Denver Regional surveyors identified barriers and posed potential solutions/questions to CMS Central Office; and the Culture Change Collaborative with 22 homes that picked three culture change practices as reflected on the Artifacts of Culture Change measurement tool.

Host a monthly web talk show sponsored by Action Pact called *Conversations with Carmen* where a guest is interviewed about a timely culture change topic.

Periodically work with Action Pact to provide Vibrant Living workshops around the country based on a new book authored with LaVrene Norton, Executive Lead/owner of Action Pact with

inspirations to energize daily life for residents and staff of long term care settings.

Periodically work with Its Never 2 Late adaptive computer labs and services for older adults, providing training on the connection between technology and quality of life for residents and regulatory compliance for providers.

Periodically invited by AANAC, the American Association of Nurse Assessment Coordinators, to write articles for their newsletter (listed below), many of which were reprinted in the Nursing Best Practices: Moving Toward Person-Centered Care publication.

CENTER FOR MEDICAID AND MEDICARE SERVICES Contractor

1. Awarded the 2011/2012 CMS contract to study various state Medicaid reimbursement structures that include person-directed practices, to study and recommend where the new Dining Practice Standards could fit into the CMS regulations/guidelines and executive produce a CMS video explaining the new Dining Practice Standards.
2. Awarded the CMS contract to facilitate the second CMS/Pioneer Network Feb. 2010 *Creating Home in the Nursing Home II: A National Symposium on Culture Change and the Food and Dining Requirements*.
3. Awarded the CMS contract to write the background paper for the second CMS/Pioneer Network Feb. 2010 *The Food and Dining Side of the Culture Change Movement: Identifying Barriers and Potential Solutions to furthering Innovation in Nursing Homes*.
4. Awarded the CMS contract to write the background paper *The Environmental Side of the Culture Change Movement: Identifying Barriers and Potential Solutions to furthering Innovation in Nursing Homes* for the April 3rd, 2008 *Creating Home* national symposium.
5. Facilitator for the for the 2008 CMS and Pioneer Network co-sponsored *Creating Home in the Nursing Home: A National Symposium on Culture Change and the Environment Requirements*.
6. Co-developed the *Artifacts of Culture Change* measurement tool and the *Development of the Artifacts of Culture Change* report in 2006.

Former Employment

ARAPAHOE COMMUNITY COLLEGE Adjunct Instructor 9/03 – 5/08

Activity Professionals Training Courses: Basic and Advanced, NCCAP Modular Education Program for Activity Professionals I and II Courses Instructor

PINON MANAGEMENT, INC. Lakewood, CO 4/03 – 4/04

Culture Change Coordinator, Activities Consultant

COLORADO DEPT. OF PUBLIC HEALTH & ENVIRONMENT

Health Facilities Division (HFD), Denver, CO,

Health Facilities Compliance Surveyor II 4/94 - 12/00, 4/01-4/03

Long Term Care Surveyor, 4/94 - 4/96, 4/96 - 12/00 rotation/prn basis, 4/01-4/03

PCBH/Assisted Living Surveyor, 4/96 - 12/00

Adult Day Program Surveyor, 4/96 - 7/98

Special-Invitation Accomplishments

Presented the surveyor-to-surveyor segment of the 9/00 HCFA satellite broadcast "Surveying the Activities Requirements in Nursing Homes."

Served on the CMS Activity Panel that rewrote Interpretive Guidelines for federal tags 248/249 6/01, 4/02, 10/04, 1/05.

Presented the surveyor-to-surveyor segment of the 9/02 CMS satellite broadcast "Innovations in Quality of Life – the Pioneer Network."

HCFA - HEALTH CARE FINANCING ADMINISTRATION, CENTRAL OFFICE, (Now CMS – Center for Medicare and Medicaid Services)

Baltimore, MD, 12/00 - 3/01

Policy Analyst and Basic LTC Surveyor Training course faculty

CHRISTIAN LIVING CAMPUS AT UNIVERSITY HILLS, Denver, CO

Activity Director 4/90 - 4/94

Regulatory Compliance and Culture Change Activities

Psychosocial Care in Nursing Homes: Invitational Conference sponsored by Leading Age, AHCA

and NASW to establish plans to disseminate clinical practice guidelines and related care planning materials relevant to MDS 3.0 areas: mood, cognition, behavioral symptoms, delirium, pain, psychosocial well-being and transition to the community, 4/11

Joint Provider and Surveyor training on various Regulatory Compliance and Culture Change topics in Rhode Island 5/06, Kansas 2/07, California 9/07, Florida 3/08, Oregon 9/08, Arkansas 5/10

Served on CMS Technical Expert Panel Measuring Culture Change with contractor CFMC – Colorado Foundation for Medical Care, the Colorado QIO

Served on special grant project called "The MDS and Culture Change" with AANAC resulting in

co-authoring *The Softer Side of the MDS* manual available at www.aanac.org.

Served on Technical Expert Panel for special Individualized Care Pilot grant project funded by the

Commonwealth Fund for the Rhode Island Survey Agency to study potential culture change enhancements to the current survey process

Specialized Training/Certifications

Certified Eden Associate 8/03, named Eden Alternative Mentor 11/04

Certified Validation Worker 4/04, Certified Validation Group Practitioner 4/05

SMQT Surveyor Minimum Qualifications Test certification 1996

Leadership

Co-founder of the Colorado Culture Change Coalition, board member 4/02-12/06

Editorial Board member *Activities, Adaptations and Aging* journal

Colorado Activity Professionals Association board member 1990-2004

Professional Honors

Colorado Medical Director's Association 2005 recognition for
"tireless efforts in promoting culture change in long term care"
NAAP Trustee's Award of Excellence 4/02
CDPHE Star Performer Award 3/02
AHFSA 2000 & 2001 Best Practice Award team recipient, Education category
HFD Employee of the Quarter, 4/96
CAPA Activity Director of the Year, 1994
CAPA Denver Metro Chapter, Activity Director of the Year, 1993 and 1994

Published Works

The Environmental Side of the Culture Change Movement: Identifying Barriers and Potential Solutions to furthering Innovation in Nursing Homes Pre-symposium Background Paper to the April 3rd, 2008 *Creating Home in the Nursing Home: A National Symposium on Culture Change and the Environment Requirements*. Report of Contract HHSM-500-2005-00076P. Submitted to: Centers for Medicare & Medicaid Services Karen Schoeneman, Project Officer March 6, 2008.

The Food and Dining Side of the Culture Change Movement: Identifying Barriers and Potential Solutions to furthering Innovation in Nursing Homes. Pre-symposium Background Paper to the February 11th, 2010. *Creating Home in the Nursing Home II: A National Symposium on Culture Change and the Food and Dining Requirements*. Report of Contract HHSM-500-2009-00057P. Submitted to: Centers for Medicare & Medicaid Services Tina Miller, Project Officer. December 31, 2009

Artifacts of Culture Change measurement tool co-developed with Karen Schoeneman of CMS. *Development of the Artifacts of Culture Change Report* of Contract HHSM-500-2005-00076P, Submitted to Centers for Medicare & Medicaid Services, Karen Schoeneman, Project Officer, April 21, 2006.

Authored seven workbooks published by Action Pact, Inc at culturechangenow.com:

1. *Quality of Life: the Differences between Deficient Practice, Common Practice and Culture Change Practice*
2. *Living Life to the Fullest: A Match Made in OBRA '87 and Meaningful Activity Assessment combined as a kit*
3. *Changing the Culture of Care Planning: A Person- Directed Approach*
4. *Regulatory Support for Culture Change*
5. *Lighting the Way: Building Culture Change Coalitions*
6. *SOFTEN the Assessment Process and Training DVD*
7. *Vibrant Living: Inspirations to Energize Daily Life*

The Softer Side of the MDS manual co-authored for American Association of Nurse Assessment Coordinators released 5/08.

Nursing Best Practices: Moving Toward Person-Centered Care a compendium of the AANAC "LTC Leader" articles from 2007-2010 (see below).

American Association of Nurse Executives and American Association of Nurse Assessment Coordinators e-newsletter articles: "Embracing the Advanced Directives Conversation" 11/15/10, "The Meeting at the Crossroads – Pioneer Network's 10th Annual Conference Highlights" 8/10, "Eliminating Restraints and Alarms by Engaging the Whole Person" Part I and Part II 5/31/10, "Welcoming New Residents" 5/15/10, "Assessing What Matters" 5/15/10, "The Power of Language" 5/1/10, "More Ponderings about Language" 5/1/10, "Preferences not Problems" 2/28/10, "Whose Goals are They Anyway?" 2/25/10, "Tag F325 Nutrition, Surprisingly Person-Directed" 2/13/10, "Creating Home II National Symposium on Culture Change and the Food and Dining Requirements – What YOU can do to "Un-restrict" Restricted Diets" 1/18/10, "Have a Simply Happy Holiday" 12/14/09, "The Nurse's Role When One

Chooses Not to follow a Physician's Order" 11/16/09, "Is it 'Non-compliant' or is it Choice?" 10/3/09, "New CMS Guidance Making Home" 7/10/09, "Nurses are going to Love This ... CMS New Interpretive Guidance for several Quality of Life and Environment Tags" 4/21/09, "The New CMS Quality of Life and Environment Interpretive Guidance, Technology and Good Care" 6/22/09, "Are you Really in Compliance with Tags 243 and 244?" 3/25/09, "CNAs at Care Conference" 3/4/09, "Softening the Assessment Process" 1/2/09, "Is it Non-Compliance or is it Choice?" 10/09, "The New Guidance, Technology and Good Care" 6/09, "The New CMS Quality of Life and Environment Interpretive Guidelines" 5/09, "CNAs at Care Conference" 3/09, "Welcoming New Residents" 1/09, "Lighting and Quality of Care" 12/08, "How Would You Write Your Care Plan?" 11/08, "I Care Plans and Survey" 12/08, "Sunlight – Free, Unregulated and So Many Benefits" 10/08, "The Psychosocial Severity Outcome Guide" 9/08, "Lighting and Falls" 9/08.

Long Term Living articles: "The New CMS Quality of Life and Environment Interpretive Guidelines," "Lighting and Falls" 9/08.

LTC Nurse's Companion "Nursing care plans" article interview 5/09

Creative Forecasting Activity Publication "Assisted Living" 9/00, "Be Your Own Surveyor" 10/00, "Highest Practicable Level of Well-Being" 8/02, "Pioneer Network" 1/03, "Second Wind Dreams" 2/03, "A Surveyor's Perspective" 8/03,"MDS 3.0 Draft" for 9/03, "Welcome to the Neighborhood – Pioneer Network" 10/03, "Quality of Life" 8/04, "Eden Alternative – What Many Don't Know" 10/04

Certified Senior Advisor "The Culture Change Movement" 8/03

Numerous newsletter articles in the *CAPA Connection*, *NAAP News*, *HFD News*, and *Pioneer Networking*