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STATE OF NEW HAMPSHIRE

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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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August 19, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman to hold a two day educational workshop, "Dementia Beyond Drugs: Changing the Culture of Care," for long term care facilities and Department staff on December 10 and 11, 2015 at the Common Man, Plymouth, NH 03246, effective upon Governor and Executive Council approval through January 31, 2016.
2. Contingent upon the approval of Requested Action #1, authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, Office of the Long Term Care Ombudsman to enter into a **sole source** Agreement with The Eden Alternative, Inc. to provide the two day educational workshop, "Dementia Beyond Drugs: Changing the Culture of Care," and workshop coordination for a total cost not to exceed \$40,000, effective upon Governor and Executive Council approval through January 31, 2016. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 upon availability and continued appropriation of funds in the future operating budget.

**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  | Class/Object | Class Title                    | Amount    |
|------|--------------|--------------------------------|-----------|
| 2015 | 102-500731   | Contracts for Program Services | \$ 40,000 |

EXPLANATION

This Agreement is **sole source** because The Eden Alternative, Inc. is the only vendor that can provide the training on "Dementia Beyond Drugs: Changing the Culture of Care." The content of the training material is copyright protected and owned by The Eden Alternative Inc. who is an international, non-profit organization dedicated to creating quality of life for elders and their care partners, wherever they may live. In 2012 The Eden Alternative Inc. co-developed with Dr. G. Allen Power, M.D, the two day educational workshop, "Dementia Beyond Drugs: Changing the Culture of Care." The educational workshop is based on the award-winning book "Dementia Beyond Drugs" by Dr. G. Allen Power, M.D,

who will be the primary educator for this training event. This in-depth 2-day learning experience uses the framework of person centered and person directed care to create a new approach to caring for people who live with dementia.

Approval to hold the two day educational workshop "Dementia Beyond Drugs: Changing the Culture of Care" will allow the Department to provide training for up to 125 individuals from New Hampshire nursing facilities and the Department. This educational workshop will: train staff in skilled nursing facilities to ensure that nurses aides receive regular training on caring for individuals with dementia and on preventing abuse, as required under Section 6121 of the Affordable Care Act; assist with the Centers of Medicare and Medicaid's initiative to reduce anti-psychotic medications within certified nursing facilities; assist with the prevention of abuse, neglect, and exploitation within all long term care settings. Department staff from the Office of Long Term Care Ombudsman, and the Bureau of Health Facilities Licensing and Certification will also attend the training to improve quality of care and quality of life for clients within long term care settings. The Educational Workshop agenda is attached (See Attachment A).

Approval of the Agreement with The Eden Alternative Inc. will allow the Vendor to present the workshop material, and to provide workshop coordination such as arranging for conference space, meals, the main presenter and facilitators, training books and materials, and managing the registration process. The Vendor is providing a discount and may collect up to a \$50 registration fee from non-Department participants to reduce the total cost to the Department for this educational workshop. The remaining cost of the education workshop will be reimbursable by the Department at a rate of \$320 per participant who received a certificate of completion. The Department does not anticipate that Department personnel will incur any costs for overnight accommodations. A Summary of the anticipated workshop expenses is attached (See Attachment B).

The Department contacted over fifteen facilities to obtain space to hold the training, including state owned facilities, non-profit agencies, educational institutions, conference centers and churches. The Department explored all options to obtain a location at no cost however those facilities either were not available for the dates of the training, did not meet the requirements for the training, or were too labor intensive. The Department obtained quotes from seven conference centers. The Department reviewed the quotes to determine accessibility, location, space accommodations and price. The Common Man in Plymouth, NH was selected based on their location, accessibility and ability to provide an environment conducive to professional learning while also offering the lowest quotes in New Hampshire. The solicitation summary is attached (See Attachment C).

Should the Governor and Executive Council deny this request, some of New Hampshire's most vulnerable residents may not benefit from this training program that emphasizes person-centered care for persons with dementia and the prevention of abuse. Additionally, the Department would not have this opportunity to gain a better understanding of the goals and objectives set forth by Centers for Medicare and Medicaid Services that help improve the quality of life and quality of care provided to these residents.

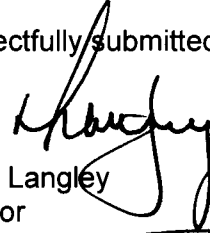
To measure the success of the "Dementia Beyond Drugs: Changing the Culture of Care" educational workshop, participants will be asked to submit written evaluations of the workshops and whether it met their expectations and achieved the stated goals of the educational sessions. Additionally, the Department will measure the success of the workshops through on-site facility monitoring visits completed by the Office of the Long Term Care Ombudsman. Further evaluation of success within Skilled Nursing Facilities will be measured through MDS 3.0, CMS required Resident Assessment Tool which captures data pertaining to re-hospitalizations, and usage of psychotropic medications.

The geographic area to be served is statewide.

Source of Funds are 100% Federal Funds from the Administration for Community Living, Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; Catalog of Federal Domestic Assistance (CFDA) number 93.041.

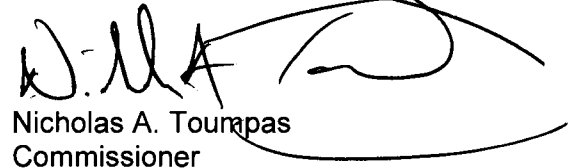
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this conference.

Respectfully submitted,



Diane Langley  
Director

Approved by:



Nicholas A. Tourapas  
Commissioner



## A 2-Day Learning Experience from The Eden Alternative®

### Day One Content

Overview, Expectations, and Challenges

What is Dementia?

- A New Definition
- Giving Enlightened Care

Shifting Paradigms and Perceptions

- The Role of Antipsychotic Medications
- Dementia and the Three Plagues
- The Eden Alternative Domains of Well-Being™

Introducing the Experiential Model

Culture Change and Dementia

Physical Transformation

Operational Transformation

Learning Circle and Closing

### Day Two Content

Building on Strengths

Language and Dementia

Supporting the Nurse Care Partner's Role in Culture Change

Working Together: Basic Interpersonal Approaches

Empowering People Who Live with Forgetfulness

Decoding Distress – General Approach

Performing an Experiential Audit

Physical Reactivity and Anger

Delusions, Hallucinations, and Paranoia

Caring for Each Other

Doing, Being, and Meaning

Learning Circle and Closing

Participants also leave the training with:

- A Participant Workbook
- A Crosswalk Guide between *Dementia Beyond Drugs* and *Hand in Hand: A Training Series for Nursing Homes*
- An Implementation Guide for *Dementia Beyond Drugs*





A 2-Day Learning Experience from  
The Eden Alternative®

| Clock   | Day One Topic                              | Time       |
|---------|--|------------|
| 8:30am  | Welcome and Introductions                  | 30 minutes |
| 9:00am  | Overview, Expectations and Challenges      | 45 minutes |
| 9:45am  | What Is Dementia?                          | 30 minutes |
| 10:15am | Break                                      | 15 minutes |
| 10:30am | Soil Warmer                                | 15 minutes |
| 10:45am | Shifting Paradigms                         | 60 minutes |
| 11:45am | Introducing the Experiential Model         | 30 minutes |
| 12:15pm | Lunch                                      | 60 minutes |
| 1:15pm  | Culture Change and Physical Transformation | 75 minutes |
| 2:30pm  | Break                                      | 15 minutes |
| 2:45pm  | Operational Transformation                 | 45 minutes |
| 3:30pm  | Basic Interpersonal                        | 30 minutes |
| 4:00pm  | Learning Circle and Closing                | 45 minutes |
| 4:45pm  | Closing -                                  |            |

| Clock   | Day Two Topic                                 | Time       |
|---------|---|------------|
| 8:30am  | Welcome and Soil Warmer                       | 30 minutes |
| 9:00am  | Language and Dementia                         | 30 minutes |
| 9:30am  | Empowering People Who Live with Forgetfulness | 60 minutes |
| 10:30am | Break   | 15 minutes |
| 10:45am | Decoding Distress                             | 25 minutes |
| 11:10am | Physical Reactivity and Anger                 | 35 minutes |
| 11:45am | Lunch   | 60 minutes |
| 12:45pm | Soil Warmer                                   | 15 minutes |
| 1:15pm  | Well-being Small Group Exercise               | 60 minutes |
| 2:15pm  | Delusions, Hallucinations and Paranoia        | 30 minutes |
| 2:45pm  | Break   | 15 minutes |
| 3:00pm  | Doing, Being and Meaning                      | 30 minutes |
| 3:30pm  | Closing Activities                            | 30 minutes |
| 4:00pm  | Closing Learning Circle                       | 30 minutes |
| 4:30pm  | Adjourn                                       |            |

## Attachment B

### Department of Health and Human Services

### Division of Community Based Care Services

### Bureau of Elderly and Adult Services – Office of Long Term Care Ombudsman

### Dementia Beyond Drugs: Changing the Culture of Care

### Two Day Training Workshop

### Summary of Expenses

|   |                 |
|---|-----------------|
| <b>Dementia Beyond Drugs two-day Workshop:</b>  |                 |
| Discounted Per person charge of \$320.00 x 125 attendees  | \$40,000        |
| <b>Breakout of Expenses:</b>  |                 |
| Vendor Personnel Time:  |                 |
| Event and Project Management  | \$6,845         |
| Venue: Common Man, Plymouth NH:   |                 |
| Facility Rental 2 days, Audio, Visual, Food, tax, benefit   | \$7,661         |
| Intellectual Property:  |                 |
| Workshop/Course Content and Curriculum  | \$25,000        |
| Supplies:   |                 |
| Books, Workbooks, training material, shipping, printing, handouts, registration material  |                 |
| General supplies (nametags, pens, markers, flipcharts, etc)   | \$5,256         |
| Contractual:  |                 |
| Facilitators, primary educator, travel, lodging and meals for facilitator/educator, Event promotion, marketing materials, evaluations | \$16,750        |
| Registration/Marketing:   |                 |
| Website set up and registration system fee for event  | \$1,006         |
| Total expenditures  | <u>\$62,518</u> |
| Less registration fees collected by the Vendor  | (\$5,250)       |
| Less Vendor Discount to the State of New Hampshire  | (\$17,268)      |
| Total to be paid by State of New Hampshire  | <u>\$40,000</u> |

Attachment C

| SOLICITATION SUMMARY  |                              |                                    |   |                                    |   |
|---|------------------------------|------------------------------------|---|------------------------------------|---|
| SUMMARY OF QUOTES RECEIVED IN RESPONSE TO SOLICITATION FOR MEETING SPACE    |                              |                                    |   |                                    |   |
| Venue   | Capacity for General Session | Venue Space and Audio Visual Total | Food Total estimated based on 125 attendees | Total Event based on 100 attendees | Notes   |
| Beane Conference Center - Laconia NH  | 100                          | \$800.00                           | \$6,508.75                                  | \$7,308.75                         | available; does not meet capacity   |
| The Mountain Club on Loon Lincoln NH  | 75                           | \$600.00                           | \$7,256.25                                  | \$7,856.25                         | not available   |
| Mt. View Grand Whitefield NH  | 100                          | \$1,090.00                         | \$6,450.00                                  | \$7,540.00                         | does not meet capacity  |
| Holiday Inn Concord NH  | 200+                         | \$1,100.00                         | \$6,417.75                                  | \$7,517.75                         | not available   |
| Radisson Hotel Manchester Manchester NH                                     | 200+                         | \$2,950.00                         | \$8,352.75                                  | \$11,302.75                        | exceeds all other quotes  |
| SERESC Conference Center Bedford NH   | 250                          | \$1,005.00                         | \$8,868.75                                  | \$9,873.75                         | available   |
| Common Man - Plymouth NH  | 180                          | \$450.00                           | \$6,798.88                                  | \$7,248.88                         | best price and more centrally located in NH                               |
| SUMMARY OF SOLICITATION FOR MEETING SPACE FOR WHICH NO QUOTES WERE RECEIVED |                              |                                    |   |                                    |   |
| Howard Recreation Building Concord NH                                       |                              |                                    |   |                                    | Too labor intensive - lack of parking                                     |
| NH Audubon-McLane Center Concord NH   | 100                          |                                    |   |                                    | Not available   |
| Center Point Church Concord NH  |                              |                                    |   |                                    | Not available   |
| Grace Capital Church Pembroke NH  |                              |                                    |   |                                    | Not available   |
| NH Forestry Department Concord NH   | 100                          |                                    |   |                                    | Can not meet capacity   |
| LOEB School Bedford NH  | 100                          |                                    |   |                                    | Can not meet capacity   |
| NH Fire Academy Pembroke NH   | 109                          |                                    |   |                                    | Can not meet capacity   |
| Shaker Museum Canterbury & Enfield NH                                       | 100                          |                                    |   |                                    | Can not meet capacity   |
| The Audi (Concord Auditorium) Concord NH                                    |                              |                                    |   |                                    | Can not meet requirements; Auditorium style that also does not allow food |
| Grappone Conference Center Concord NH                                       | 300                          |                                    |   |                                    | not available   |
| Plymouth State University Plymouth NH                                       |                              |                                    |   |                                    | Not available while classes are in session                                |
| Mill Falls - Meredith   | 150                          |                                    |   |                                    | no quote received   |
| New Hampshire Technical Institute Concord NH                                |                              |                                    |   |                                    | Not available while classes are in session                                |
| Northern Forest Heritage Park Berlin NH                                     |                              |                                    |   |                                    | no quote received   |
| Concord High School Concord NH  |                              |                                    |   |                                    | Not available while classes are in session                                |
| St. Paul School Concord NH  |                              |                                    |   |                                    | no longer rents to the public   |
| Tilton Preparatory School Tilton NH   |                              |                                    |   |                                    | Not available while classes are in session                                |
| Concord Unitarian Universalist Church Concord NH                            | 85                           |                                    |   |                                    | Can not meet requirements for set up                                      |
| Fireside Inn - Lebanon  |                              |                                    |   |                                    | not available   |
| Margate - Laconia   |                              |                                    |   |                                    | quote requested and not received  |
| Steele Hill - Sanbornton  |                              |                                    |   |                                    | quote requested and not received  |
| Bektash Hall - Concord  |                              |                                    |   |                                    | not available   |
| Kimball Jenkins   |                              |                                    |   |                                    | not available   |
| Concord Hospital  |                              |                                    |   |                                    | no longer rents to the public   |
| New England College   |                              |                                    |   |                                    | Not available while classes are in session                                |
| Executive Court - Bedford   |                              |                                    |   |                                    | not available   |
| Campton Inn   |                              |                                    |   |                                    | Too labor intensive   |

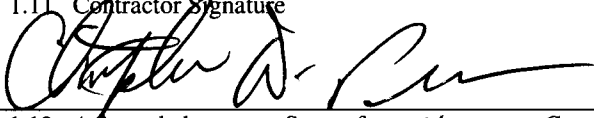
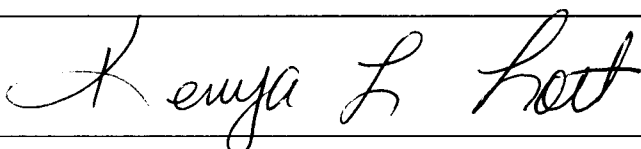
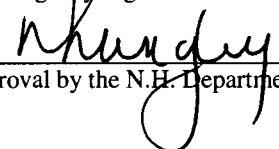
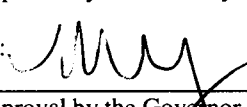
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |  |   |                                  |
|--|--|---|----------------------------------|
| 1.1 State Agency Name<br>Department of Health and Human Services   |  | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301            |                                  |
| 1.3 Contractor Name<br>The Eden Alternative, Inc.  |  | 1.4 Contractor Address<br>1000 Elmwood Avenue, Suite 1200<br>Rochester NY 14620 |                                  |
| 1.5 Contractor Phone Number<br>585-461-3951  | 1.6 Account Number<br>05-095-48-480510-8930-102-500731 | 1.7 Completion Date<br>January 31, 2016   | 1.8 Price Limitation<br>\$40,000 |
| 1.9 Contracting Officer for State Agency<br>Eric Borrin, Director Contracts and Procurement  |  | 1.10 State Agency Telephone Number<br>603-271-9558                              |                                  |
| 1.11 Contractor Signature<br>  |  | 1.12 Name and Title of Contractor Signatory<br>Christopher D. Perna             |                                  |
| 1.13 Acknowledgement: State of <u>NY</u> , County of <u>Monroe</u><br>On <u>17<sup>th</sup> day Aug. 2015</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. <u>KENYA L. LOTT</u> |  |   |                                  |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>Qualified in <u>Monroe County</u><br>NO. 01LO6141839<br>Commission Expires February 27, <u>2018</u><br>[Seal]   |  |   |                                  |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Kenya L Lott</u>   |  |   |                                  |
| 1.14 State Agency Signature<br>   |  | 1.15 Name and Title of State Agency Signatory<br><u>D Langley, Director</u>     |                                  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |  |   |                                  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  Megan A. Yoda-Attorney On: <u>8/27/15</u>   |  |   |                                  |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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.



**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**

- 2.1. The Contractor shall provide a two day "Dementia Beyond Drugs: Changing the Culture of Care" workshop consisting of eight hours each day held on December 10 and December 11, 2015, for up to 125 participants that will:
  - 2.1.1. Train staff in skilled nursing facilities to ensure that nurses' aides receive regular training on caring for individuals with dementia and on preventing abuse, as required under Section 6121 of the Affordable Care Act;
  - 2.1.2. Assist with the federal initiative of reducing anti-psychotic medications within certified nursing facilities;
  - 2.1.3. Assist with the prevention of abuse, neglect, and exploitation within all long term care settings;
- 2.2. The Contractor shall reserve, upon the Department direction, registration slots for Department personnel to attend the training.
- 2.3. The Contractor shall reschedule the workshop, upon the Direction of the Department, to another mutually agreed upon date, only in the event New Hampshire experiences an unforeseen circumstance that prevents the workshop from being held.
- 2.4. The Contractor shall notify all participants that the workshop will be rescheduled as in Section 2.3 and when needed follow up with participants with additional information.
- 2.5. The Contractor shall provide: pre-registration, registration, coordination, and materials for the workshop identified in Section 2.1. that include the following:
  - 2.5.1. Pre-Registration coordination of the event as follows:
    - a. Arrange for a venue to provide at a minimum meeting space, Audio/Video needs, and food such as:
      - i. Morning and afternoon water and coffee and snack; and
      - ii. Luncheon for each workshop participant.

**New Hampshire Department of Health and Human Services**  
**“Dementia Beyond Drugs: Changing the Culture of Care” Workshop**  
**Exhibit A**



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- b. Create, for Department approval, and distribute marketing material specific to the to the workshop that shall include emails and flyers to recruit participants; and
  - c. Create, for Department approval, an on-line registration and paper method for participants to register for the workshop.
- 2.5.2. Registration and Marketing as follows:
- a. Handle all registration and payments made via website and/or mail;
  - b. Coordinate registration materials and registration table on each day of the event to include: contact list and sign-in and sign out-sheet for each day, distribution of training materials and bags, name tags, etc.;
  - c. Provide the Department with an electronic copy of the contact list which includes, name, address, phone, and organizational association of each participant; and
  - d. Provide the Department with a copy of the sign-in and sign-out sheet for participants' attendance each day.
- 2.5.3. Venue Activities as follows:
- a. Coordinate and set up workshop activities at the venue prior to, during, and clean up after the workshop.
- 2.5.4. Speakers and Facilitators as follows:
- a. Provide Dr. G. Allen Power MD as the primary educator and presenter for workshop;
  - b. Provide additional facilitators as needed to provide guidance for small group sessions within the workshop to cover travel, lodging and meals.
  - c. Cover all travel and expenses incurred by the speaker and facilitators the day before, during, and day after the dates of the workshop in Section 2.1.
- 2.5.5. Workshop materials as follows:
- a. A copy of “Dementia Beyond Drugs” by G. Allen Power MD HPP/Health Professions Press – 2010, for each participant;
  - b. A copy of “Dementia Beyond Drugs: Changing the Culture of Care” participant workbook, for each participant;
  - c. A handout with a Crosswalk Guide between “Dementia Beyond Drugs” and “Hand in Hand: A Training Series for Nursing Homes”, for each participant;
  - d. A handout guide that assists with self-implementation of training within their long term care setting, for each participant;
  - e. Training materials that will be used during large group sessions including but not limited to: flip charts, markers, tape, post its etc.;
  - f. Training materials that will be used within small group, and individual activities including but not limited to: markers, tape, post its, small mirror, tote bag for each participant, hand outs etc.

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**Exhibit A**



- 2.6. The Contractor shall ensure the training content includes:
- 2.6.1. An outline of Person Centered and Person Directed Care (Culture Change)
  - 2.6.2. An outline of Experiential model of Dementia Care
  - 2.6.3. A review of the Crosswalk Guide between “Dementia Beyond Drugs” and “Hand in Hand: A Training Series for Nursing Homes”.
  - 2.6.4. A review of the guides to assist participants with self-implementation of training within their long term care setting.
  - 2.6.5. Content Day 1
    - a. What is Dementia?( a new definition, giving enlightened care);
    - b. Shifting Paradigms and Perceptions (role of anti-psychotic medication, dementia and the three plagues, the Eden Alternative Domains of Well-Being™);
    - c. Introducing the Experiential Model
    - d. Culture Change and Dementia;
    - e. Physical Transformation
    - f. Operational Transformation
    - g. Learning Circles
  - 2.6.6. Content Day 2
    - a. Building on Strengths
    - b. Language and Dementia
    - c. Supporting the Nurse Care Partner’s Role in Culture Change
    - d. Working Together” Basic Interpersonal Approaches
    - e. Empowering People Who Live with Forgetfulness
    - f. Decoding Distress – General Approach
    - g. Performing an Experiential Audit
    - h. Physical Reactivity and Anger
    - i. Delusions, Hallucinations, and Paranoia
    - j. Caring for Each Other
    - k. Doing, Being, and Meaning
    - l. Learning Circles

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- 2.7. The Contractor shall provide continuing education credits for each participant who completed the training, as approved by the National Association of Boards.
- 2.8. The Contractor shall provide each participant who completed the two day training, a certificate that includes at a minimum the date of the training, name of training, and the number of continuing education credits.
- 2.9. The Contractor shall survey participants after the training that evaluates the presenter and the content of the workshops and whether it met their expectations and achieved the stated goals of the educational sessions.
- 2.10. The Contractor shall provide the Department with a summary report of the survey results within 20 days from the last date of the workshop.

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## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8 of the General Provisions, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This agreement is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #, for the provision of services pursuant to Exhibit A, Scope of services:
  - 2.1. # 93.041 Administration for Community Living, Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation.
3. They Contractor shall bill as follows:
  - 3.1. The Department \$320 per Department personnel who have completed and received a certificate of completion for the two day workshop.
  - 3.2. The Department \$320 per non-Department personnel who have completed and received a certificate of completion for the two day workshop.
  - 3.3. Non-Department personnel up to a \$50 registration fee; the Department shall have no liability to reimburse the Contractor for these funds should the Contractor not be able to collect them from non-Department personnel.
4. Payment for said services shall be made as follows:
  - 4.1. The Contractor will submit an invoice to the Department by January 15, 2016 that reflects the total number of people who have completed and received a certificate of completion. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. The Vendor shall attach a final report that lists the name of the participants who have completed and received a certificate of completion for the two day workshop. The report shall be subject to final approval by the Department prior to the Contractor submitting an invoice.
6. Final Report and Invoice shall be mailed to:

Laurie Heath  
Bureau of Elderly and Adult Services  
NH Department of Health and Human Services  
129 Pleasant Street, Brown Building  
Concord, NH 03301





**SPECIAL PROVISIONS**

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 to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **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 on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement 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 or Sub-Contractor.
6. **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 to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units 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.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: 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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, 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 conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO GENERAL 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 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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**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

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

CP

8/17/15



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: The Eden Alternative, Inc.

8/17/15  
Date

Christopher D. Perna  
Name: Christopher D. Perna  
Title: CEO





**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

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 Name: *The Eden Alternative, Inc.*

5/17/15  
Date

*Christopher D. Perma*  
Name: *Christopher D. Perma*  
Title: *CEO*



**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**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: *The Eden Alternative, Inc.*

8/17/15  
Date

*Christopher D. Perna*  
Name: Christopher D. Perna  
Title: CEO

Contractor Initials CP  
Date 8/17/15



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

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

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

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

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

Exhibit G

Contractor Initials

*CS*

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

Date 8/17/15

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: *The Eden Alternative, Inc.*

8/17/15  
Date

*Christopher D. Perna*  
Name: *Christopher D. Perna*  
Title: *CEO*

Exhibit G

Contractor Initials

*CP*

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

Date 8/17/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: The Eden Alternative, Inc.

8/17/15  
Date

Christopher D. Perna  
Name: Christopher D. Perna  
Title: CEO



Exhibit I

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

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

(1) **Definitions.**

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

*CB*



Exhibit I

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

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

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

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Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

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

*CS*



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

CP



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*CP*

Date 8/17/15



Exhibit I

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

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

Department of Health & Human Services  
The State

[Signature]  
Signature of Authorized Representative

D. Langley  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/14/15  
Date

The Eden Alternative, Inc.  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Christopher D. Perna  
Name of Authorized Representative

CEO  
Title of Authorized Representative

8/17/15  
Date



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

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

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

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

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

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

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

Contractor Name: The Eden Alternative, Inc.

8/17/15  
Date

Christopher D. Ferna  
Name: Christopher D. Ferna  
Title: CEO

Contractor Initials CF  
Date 8/17/15



**FORM A**

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

1. The DUNS number for your entity is: 1942 71362
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

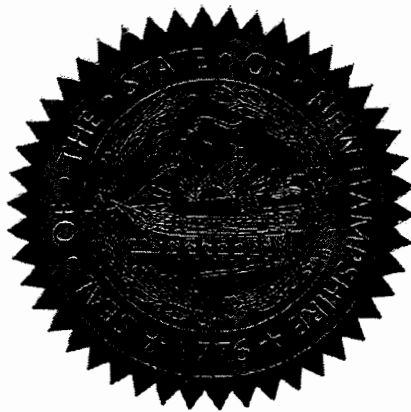
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

|             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

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 The Eden Alternative, Inc., a(n) New York nonprofit corporation, registered to do business in New Hampshire on August 17, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17<sup>th</sup> day of August, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Deborah Dunham, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Eden Alternative.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 9/18/2014:  
(Date)

**RESOLVED:** That the \_\_\_\_\_ CEO \_\_\_\_\_  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17th day of August, 2015.  
(Date Contract Signed)

4. Christopher D. Perna is the duly elected CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Deborah Dunham  
(Signature of the Elected Officer)

STATE OF VIRGINIA

County of Fairfax

The forgoing instrument was acknowledged before me this 17 day of Aug, 2015.

By Deborah Dunham.  
(Name of Elected Officer of the Agency)



Deborah Ann Tobin  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. #124963  
My Commission Expires  
December 31, 2015

Deborah Ann Tobin  
(Notary Public/Justice of the Peace)

Commission Expires: 12/31/2015





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2015

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<br>Landmark Group of Brighton, In<br>1956 West Henrietta Rd<br>Rochester, NY 14623<br>Christopher K. Shea | CONTACT NAME: <b>Courtney Calvert</b>  |
|  | PHONE (A/C, No, Ext): <b>585-272-1956</b> FAX (A/C, No): <b>585-272-7709</b> |
|  | E-MAIL ADDRESS: <b>CCalvert@landmarkinsurance.net</b>                        |
|  | INSURER(S) AFFORDING COVERAGE  |
|  | INSURER A: <b>Philadelphia Indemnity Ins Co</b>                              |
|  | INSURER B: <b>Sentinel Insurance Co, Limited</b>                             |
|  | INSURER C:   |
|  | INSURER D:   |
|  | INSURER E:   |
|  | INSURER F:   |

INSURED **The Eden Alternative, Inc.**  
**PO Box 18369**  
**Rochester, NY 14618**

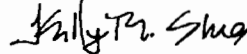
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

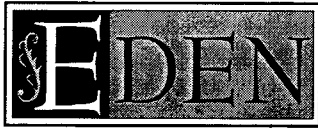
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  |           |          | PHPK1255945   | 11/09/2014              | 11/09/2015              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Emp Ben. \$ 1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |           |          | PHPK1255945   | 11/09/2014              | 11/09/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | 46WECAG7431   | 11/10/2014              | 11/10/2015              | <input checked="" type="checkbox"/> PER STATUTE<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

Evidence of Insurance

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Department of Health and Human Services<br>129 Pleasant Street<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>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<br>   |



ALTERNATIVE®

**Mission:**

To improve the well-being of Elders and their care partners by transforming the communities in which they live and work.

**Vision:**

To eliminate loneliness, helplessness, and boredom.

**Values:**

Innovation, Integrity, Community, Empowerment, and Passion

**The Ten Principles of The Eden Alternative:**

1. The three plagues of loneliness, helplessness, and boredom account for the bulk of suffering among our Elders.
2. An Elder-centered community commits to creating a Human Habitat where life revolves around close and continuing contact with plants, animals, and children. It is these relationships that provide the young and old alike with a pathway to a life worth living.
3. Loving companionship is the antidote to loneliness. Elders deserve easy access to human and animal companionship.
4. An Elder-centered community creates opportunity to give as well as receive care. This is the antidote to helplessness.
5. An Elder-centered community imbues daily life with variety and spontaneity by creating an environment in which unexpected and unpredictable interactions and happenings can take place. This is the antidote to boredom.
6. Meaningless activity corrodes the human spirit. The opportunity to do things that we find meaningful is essential to human health.
7. Medical treatment should be the servant of genuine human caring, never its master.
8. An Elder-centered community honors its Elders by de-emphasizing top-down, bureaucratic authority, seeking instead to place the maximum possible decision-making authority into the hands of the Elders or into the hands of those closest to them.
9. Creating an Elder-centered community is a never-ending process. Human growth must never be separated from human life.
10. Wise leadership is the lifeblood of any struggle against the three plagues. For it, there can be no substitute.

**THE EDEN ALTERNATIVE, INC.**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2013**

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
The Eden Alternative, Inc.  
Rochester, New York

We have audited the accompanying financial statements of The Eden Alternative, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2013 and 2012, and the related statements of activities and change in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Eden Alternative, Inc. as of December 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*EFP Rotenberg, LLP*

EFP Rotenberg, LLP  
Rochester, New York  
October 2, 2014

**THE EDEN ALTERNATIVE, INC,**  
**STATEMENTS OF FINANCIAL POSITION**  
AS OF DECEMBER 31, 2013 AND 2012

|                                   | <b>2013</b> | <b>2012</b> |
|-----------------------------------|-------------|-------------|
| <b>ASSETS</b>                     |             |             |
| Current assets                    |             |             |
| Cash and cash equivalents         | \$ 76,855   | \$ 38,007   |
| Accounts receivable, net          | 58,586      | 105,073     |
| Prepaid expenses                  | 57,471      | 13,867      |
| Supplies                          | 81,162      | 62,214      |
| Total Current Assets              | 274,074     | 219,161     |
| Fixed Assets                      |             |             |
| Equipment                         | 21,282      | 20,864      |
| Accumulated depreciation          | (16,292)    | (13,737)    |
| Net Fixed Assets                  | 4,990       | 7,127       |
| Other Assets                      |             |             |
| Program costs                     | -           | 12,166      |
| Total Assets                      | \$ 279,064  | \$ 238,454  |
| <b>LIABILITIES AND NET ASSETS</b> |             |             |
| Current liabilities               |             |             |
| Accounts & sales tax payable      | \$ 16,870   | \$ 20,314   |
| Payroll & payroll taxes payable   | 45,529      | 30,552      |
| Refund payable                    | -           | 2,206       |
| Deferred revenue                  | 20,160      | 5,872       |
| Total Current Liabilities         | 82,559      | 58,944      |
| Net assets                        |             |             |
| Unrestricted                      | 196,505     | 179,510     |
| Total Net Assets                  | 196,505     | 179,510     |
| Total Liabilities and Net Assets  | \$ 279,064  | \$ 238,454  |

The accompanying notes are an integral part of these financial statements

THE EDEN ALTERNATIVE, INC.

STATEMENTS OF ACTIVITIES AND CHANGE IN NET ASSETS

FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

|                         | <u>2013</u>       | <u>2012</u>       |
|-------------------------|-------------------|-------------------|
| Revenue                 |                   |                   |
| Training                | \$ 987,416        | \$ 767,114        |
| Conferences             | -                 | 233,141           |
| Eden Registry           | 103,534           | 96,761            |
| Product sales           | 57,582            | 94,135            |
| Royalties & partnership | 49,616            | 31,598            |
| Contributions           | 4,909             | 4,825             |
| Miscellaneous           | 259               | 11,667            |
| Total Revenue           | <u>1,203,316</u>  | <u>1,239,241</u>  |
| Expenses                |                   |                   |
| Program Services        | 1,052,390         | 1,081,415         |
| Management & General    | 133,931           | 129,995           |
| Total Expenses          | <u>1,186,321</u>  | <u>1,211,410</u>  |
| Change in net assets    | 16,995            | 27,831            |
| Net assets - beginning  | 179,510           | 151,679           |
| Net assets - ending     | <u>\$ 196,505</u> | <u>\$ 179,510</u> |

The accompanying notes are an integral part of these financial statements.

THE EDEN ALTERNATIVE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2013

|                              | <u>Program<br/>Services</u> | <u>Management<br/>&amp; General</u> | <u>Total</u>        |
|------------------------------|-----------------------------|-------------------------------------|---------------------|
| Salaries & wages             | \$ 417,574                  | \$ 73,689                           | \$ 491,263          |
| Other employee benefits      | 37,278                      | 9,320                               | 46,598              |
| Payroll taxes                | 32,505                      | 8,126                               | 40,631              |
| Fees for service-legal       | -                           | 1,345                               | 1,345               |
| Fees for services-accounting | -                           | 6,510                               | 6,510               |
| Fees for services-other      | 234,102                     | 0                                   | 234,102             |
| Advertising                  | 11,990                      | 1,332                               | 13,322              |
| Office expenses              | 1,600                       | 1,600                               | 3,200               |
| Information technology       | 17,741                      | 4,435                               | 22,176              |
| Royalties                    | 49,088                      | -                                   | 49,088              |
| Occupancy                    | 4,803                       | 1,201                               | 6,004               |
| Travel                       | 82,538                      | 20,634                              | 103,172             |
| Conferences                  | 23,654                      | -                                   | 23,654              |
| Depreciation                 | 2,044                       | 511                                 | 2,555               |
| Insurance                    | 8,954                       | 2,239                               | 11,193              |
| Program supplies             | 95,669                      | -                                   | 95,669              |
| Cost of products sold        | 4,096                       | -                                   | 4,096               |
| Postage & shipping           | 18,105                      | 2,012                               | 20,117              |
| Credit card & bank fees      | 8,793                       | 977                                 | 9,770               |
| Bad debt                     | 575                         | -                                   | 575                 |
| Miscellaneous                | 1,281                       | -                                   | 1,281               |
| Total                        | <u>\$ 1,052,390</u>         | <u>\$ 133,931</u>                   | <u>\$ 1,186,321</u> |

The accompanying notes are an integral part of these financial statements

THE EDEN ALTERNATIVE, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

|                              | <u>Program<br/>Services</u> | <u>Management<br/>&amp; General</u> | <u>Total</u>        |
|------------------------------|-----------------------------|-------------------------------------|---------------------|
| Salaries & wages             | \$ 377,841                  | \$ 66,678                           | \$ 444,519          |
| Other employee benefits      | 33,549                      | 8,918                               | 42,467              |
| Payroll taxes                | 30,041                      | 7,985                               | 38,026              |
| Fees for service-legal       | -                           | 4,706                               | 4,706               |
| Fees for services-accounting | -                           | 9,500                               | 9,500               |
| Fees for services-other      | 164,918                     | -                                   | 164,918             |
| Advertising                  | 17,026                      | 1,892                               | 18,918              |
| Office expenses              | 2,075                       | 2,075                               | 4,150               |
| Information technology       | 19,491                      | 4,873                               | 24,364              |
| Royalties                    | 22,107                      | -                                   | 22,107              |
| Occupancy                    | 4,396                       | 1,099                               | 5,495               |
| Travel                       | 60,387                      | 15,097                              | 75,484              |
| Conferences                  | 195,367                     | -                                   | 195,367             |
| Interest                     | -                           | 8                                   | 8                   |
| Depreciation                 | 3,291                       | 823                                 | 4,114               |
| Insurance                    | 8,991                       | 2,248                               | 11,239              |
| Program supplies             | 57,417                      | -                                   | 57,417              |
| Cost of products sold        | 39,339                      | -                                   | 39,339              |
| Postage & shipping           | 22,426                      | 2,492                               | 24,918              |
| Credit card & bank fees      | 14,408                      | 1,601                               | 16,009              |
| Printing & publications      | 3,335                       | -                                   | 3,335               |
| Bad debt                     | 2,880                       | -                                   | 2,880               |
| Miscellaneous                | 1,630                       | -                                   | 1,630               |
| Staff training               | 500                         | -                                   | 500                 |
| Total                        | <u>\$ 1,081,415</u>         | <u>\$ 129,995</u>                   | <u>\$ 1,211,410</u> |

The accompanying notes are an integral part of these financial statements



THE EDEN ALTERNATIVE, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012

|  | <u>2013</u>      | <u>2012</u>      |
|--|------------------|------------------|
| Cash flows from operating activities                 |                  |                  |
| Change in net assets                                 | \$ 16,995        | \$ 27,831        |
| Adjustments  |                  |                  |
| Bad debt expense                                     | 575              | 2,880            |
| Depreciation   | 2,555            | 4,114            |
| Adjustments to reconcile change in net assets:       |                  |                  |
| Accounts receivable, net                             | 45,912           | (15,539)         |
| Prepaid expenses                                     | (43,604)         | 1,422            |
| Supplies   | (18,948)         | (29,687)         |
| Accounts & sales tax payable                         | (3,444)          | 17,572           |
| Payroll & payroll taxes payable                      | 14,977           | (8,448)          |
| Refund payable                                       | (2,206)          | (10,063)         |
| Deferred revenue                                     | 14,288           | (41,074)         |
| Net cash provided by (used for) operating activities | <u>27,100</u>    | <u>(50,992)</u>  |
| Cash flows from investing activities                 |                  |                  |
| Purchase of equipment                                | (418)            | (3,345)          |
| Prepaid program costs                                | 12,166           | (12,166)         |
| Net cash provided by (used for) investing activities | <u>11,748</u>    | <u>(15,511)</u>  |
| Change in cash                                       | 38,848           | (66,503)         |
| Cash and cash equivalents - beginning                | <u>38,007</u>    | <u>104,510</u>   |
| Cash and cash equivalents - ending                   | <u>\$ 76,855</u> | <u>\$ 38,007</u> |

The accompanying notes are an integral part of these financial statements.

**THE EDEN ALTERNATIVE, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**NOTE 1. Summary of Significant Accounting Policies and Scope of Business**

**Scope of Business** - The Eden Alternative, Inc. is a not-for-profit organization dedicated to reframing the experience of aging and disability across America and around the world. The sole focus is to provide education and resources for improving quality of life for elders and their care partners - both those living and working in the long-term care industry and those at home. The Organization is dedicated to supporting others in the creation of communities committed to eliminating the three plagues of loneliness, helplessness and boredom. The Organization is governed by a Board of Directors and employs a professional staff to conduct its daily activities.

**Basis of Accounting** - The Organization utilizes the accrual basis of accounting for financial reporting purposes. Under this method, revenue is recognized as earned and expenses are recorded when incurred.

**Estimates** - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents** - The Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. At times, the Organization maintains cash balances in excess of Federal Deposit Insurance. The Organization has not experienced any losses in these accounts.

**Accounts Receivable** - The Organization accounts for accounts receivable under the accrual method of accounting. Therefore, the receivable is recorded at the time of sale or service. The Organization provides for probable uncollectible amounts through a charge to expense and a credit to an allowance for uncollectible accounts based on management's assessment of the current status of the individual accounts. Balances that are still outstanding after management has used reasonable collection effort are written off through a charge to the allowance for uncollectible accounts and a credit to accounts receivable. The allowance for doubtful accounts for the years ended December 31, 2013 and 2012 was \$3,900.

**Equipment** - Fixed assets are recorded at cost for purchased property and fair market value for donated property. Assets are being depreciated over their estimated useful lives by the straight-line method. The Organization capitalizes all assets with a cost value greater than \$1,000. Depreciation totaled \$2,555 and \$4,114 for the years ended December 31, 2013 and 2012, respectively.

**Classification of Net Assets** - The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. In addition, the Organization is required to present a statement of cash flows.

**Contributions** - Contributions are recognized when a donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Contributions of assets other than cash are recorded at their estimated fair value.

**THE EDEN ALTERNATIVE, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**Deferred Revenue** - Revenue from registration fees is deferred and recognized in the periods to which they relate. Training fees paid in advance for future services are also included in this balance. Revenue received during 2013 for the 2014 Conference is included as of December 31, 2013.

**Income Taxes** - The Organization is exempt from federal income taxes on income generated from activities related to its exempt purpose and federal unemployment insurance under Section 501(c)(3) of the Internal Revenue Code. It is not a private foundation under the Internal Revenue Code.

In accordance with ASC 740-10-50, the Organization recognizes the tax benefits from uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. Management believes that the Organization is currently operating in compliance with the applicable requirements of the Internal Revenue Code. Therefore, no liability for unrecognized tax benefits has been included on the Organization's financial statements. The exempt Organization informational returns are subject to audit by various taxing authorities and its open audit periods are 2011 through 2013.

**Supplies** - The Organization maintains a supply of books and other educational materials which it sells and uses in its training sessions. This supply is recorded at cost of \$81,162 and \$62,214 for the years ended December 31, 2013 and 2012, respectively.

**Advertising** - The Organization expenses advertising expenses as incurred. Advertising expenses for the years ended December 31, 2013 and 2012 were \$13,322 and \$18,918, respectively.

**Eden Registry Revenue** - As a way of honoring those who undertake the hard work of transforming their institutions into warm, human habitats, the Organization maintains the Eden Registry. The registry is not an accreditation or in any way an indicator of quality, it is simply a public commitment to strive for the principles and practices of the Organization. Eden registered homes pay an annual fee of \$497.50 and receive a plaque that is displayed in their facilities. They are also acknowledged on the Organization's website and publications.

**Royalties and Partnership Revenue** - The Organization receives revenue from other organizations from outside the United States, which are licensed to use The Eden Alternative trademark and teaching curricula. The Organization also earns revenue from value-added partners who sell their products and services to Eden Registry homes.

**Presentation of Sales Taxes** - The State of New York imposes a sales tax of 8% on all of the Organization's sales of tangible property to nonexempt customers. The Organization collects sales tax from customers and remits the entire amount to the State. The Organization's accounting policy is to exclude the tax collected and remitted to the State from revenues and program supplies.

**Shipping and Handling Costs** - The Organization classifies freight billed to customers as sale revenue and the related freight costs as program supplies.

**Fair Value Measurement** - Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. The Organization's significant financial instruments are cash and cash equivalents, account receivables, accounts payable and sales tax payable and accrued payroll and payroll taxes and deferred revenue. For these financial instruments, carrying values approximate fair value.

**Subsequent Events** - Management has evaluated subsequent events through the date of the report which is the date the financial statements were available to be issued.

**THE EDEN ALTERNATIVE, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2013**

**NOTE 2. OPERATING LEASES AND SUBSEQUENT EVENT**

The Organization has an annual operating lease for office space with an option to renew. The office space has an annual cost of approximately \$6,000. This lease expired December 31, 2013 and was renewed for until June 2014. Subsequent months are month to month until November 2014.

**NOTE 3. RESTRICTIONS ON NET ASSETS**

There were no temporarily or permanently restricted net assets at December 31, 2013 and 2012.

**NOTE 4. RELATED PARTY TRANSACTIONS**

Various board members are also trainers or employees of organizations that have adopted the Eden Alternative philosophy. The trainers are paid the same rate as other trainers and the Organization's conflict of interest policy was followed in approving these contracts and the potential conflict was disclosed to the board. All board members abstain from voting when there is a potential conflict of interest.

**NOTE 5. COMMITMENTS AND CONTINGENCIES**

The Organization has a \$50,000 line of credit. The line of credit interest rate is the Wall Street prime rate plus 3%. No collateral is required for the line of credit and the line of credit expires December 2013. Subsequent to year end, the line of credit was renewed for \$100,000 at an interest rate of 4.75%. No balance was outstanding on the line of credit as of December 31, 2013 and 2012.

## The Eden Alternative Board of Directors 2015

### **Rick Gamache, President**

Administrator, Elmhurst Extended Care  
50 Maude Street  
Providence, RI 02908  
Phone: 401-456-6724

Home Address:

BoD Start Date: 2009

### **Sally Hopkins, Vice President**

Regional Coordinator, Eden Asia  
Home Address:

Phone: +61398821069  
Australia

BoD Start Date: 3/12/2014

### **Steven C. LeMoine**

President/ Consultant to Elder Centered  
Solutions, LLC

Phone: 740-881-1358

BoD Start Date: 2009

### **Jude Thomas, Co-Founder**

BoD Start Date: Inception- 8/4/2008

Rejoined: 10/1/2009

### **Deborah Dunham, Secretary**

Home Address:

BoD Start Date: 2007

### **Christopher Cheek, Treasurer**

SentryCare, Inc.  
113 North Second Street  
Bay St. Louis, MS 39520  
Phone: 228-466-0843

Email: [chris@sentrycare.com](mailto:chris@sentrycare.com)

BoD Start Date: 3/12/2014

### **Al Power, MD, FACP**

Speaker, Author, Eden Mentor

Phone: 585-721-4498

Fax:

[www.alpower.net](http://www.alpower.net)

Email: [alpower12@gmail.com](mailto:alpower12@gmail.com)

BoD Start Date: 2009

### **Cheryl George**

Regional Coordinator Eden Western  
Canada

(306) 249-4093

BOD Start Date: 2015

### **Emi Kiyota**

Phone: 201-403-5547

Email: [ekiyota@ibasho.org](mailto:ekiyota@ibasho.org)

BoD Start Date: 3/12/2014

### **Laura Bronstein, PhD**

Dean, College of Community and Public  
Affairs

Director, Institute for Intergenerational  
Studies'

Southern Tier Center on Aging

Binghamton University

Home Address:

Work Phone: 607-777-9162

Fax: 607-777-5683

Email: [lbronst@binghamton.edu](mailto:lbronst@binghamton.edu)

BoD Start Date: 2010

### **Jennifer Christiano**

Phoenix House Mid-Atlantic  
200 N. Glebe Road, Suite 703  
Arlington, VA 22203

Home Address:

BoD Start Date: 3/12/2014

### **Patrick Doyle**

UMBC

[pdoyle@umbc.edu](mailto:pdoyle@umbc.edu)

BoD Start Date: 1/5/2015

# CHRISTOPHER D. PERNA

(585) 943-5549  
ceo@edenalt.org

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## PROFESSIONAL SUMMARY

Innovative, confident **Senior Executive** with over twelve years of progressive experience as President and Chief Operating Officer, building and leading high performance teams, managing an operational budget of \$32 million+ and implementing business strategies that strengthened operational performance and grew assets. Proven managerial skills, in combination with unwavering energy and attention to detail, have led to a recognized pattern of success directly impacting the company's bottom line.

### Proven Expertise:

- Strategic Planning & Positioning
- Organizational Leadership
- Profit & Loss Management
- Pricing/Negotiations
- Business/Market Development
- Risk Mitigation/Management
- Cross-Selling Strategies
- Mergers and Acquisitions
- Regulatory Compliance
- Operational Cost Cutting

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## PROFESSIONAL EXPERIENCE

### THE EDEN ALTERNATIVE, INC. ROCHESTER, NY

2010 - PRESENT

*The Eden Alternative, Inc. is an international non-profit dedicated to transforming long term care communities through education and training to enhance the well-being of Elders and their care partners.*

#### **Chief Executive Officer**

Hired as CEO to reposition the company for growth by reorganizing operations, realigning personnel, and redefining the company's growth strategy while improving financial stability. Responsible for managing a virtual staff and overseeing a large volunteer force along with having accountability for bottom line performance of the company.

- Relocated home office from Texas to Rochester and hired a new operations manager.
- Realigned staff to maximize available skill sets and optimize performance.
- Created a multi-year strategic plan built on innovation, collaboration, and a core set of operating principles to guide growth.
- Introduced a new planning and reporting process to guide operations.
- Developed a new branding strategy with an extensive new selection of collateral materials.
- Identified market opportunities and created new services and products to address unmet needs.
- Conducted a significant amount of external relations to enhance company visibility and image.
- Formed several successful collaborations to create new opportunities for growth.

### MEDAMERICA COMPANIES, Subsidiary of Excellus Health Plan, Inc., Rochester, NY

1999 - 2009

*The MedAmerica Companies serve more than 125,000 long term care policyholders across all 50 states and provide third-party administrative services to more than 40 different long-term care insurers.*

#### **President & Chief Operating Officer**

Recruited to be the Senior Executive responsible for strategy, growth and operations of the MedAmerica Companies, one of the leading long-term care insurers and third-party administrators in the United States. Led 100 staff with an operating budget of \$32 million, annual premium revenue exceeding \$146 million, and assets approaching \$1.3 billion.

- Grew premium revenue by 232% and assets by 650% over ten years through a combination of organic sales growth and strategic acquisitions.
- Consistently achieved net income goals with profits earned in 9 out of 10 years.
- Achieved economies of scale and reduced operating expenses to industry benchmark levels.
- Designed and introduced a revolutionary new product, Simplicity, rated the best long term care insurance product by SellingLTC.Com.
- Established MedAmerica as a recognized, quality brand across the long term care insurance industry through an integrated marketing and public relations program.
- Served eight years on America's Health Insurance Plans (AHIP) Board of Directors and established MedAmerica as a national voice on long-term care insurance and related issues.

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## PROFESSIONAL EXPERIENCE (CON'T)

BLUE CROSS BLUE SHIELD OF UTICA-WATERTOWN, Utica, NY

1997 - 1999

**Chief Executive Officer, President, and Chief Operating Officer**

Recruited to be the Chief Executive Officer of Blue Cross and Blue Shield of Utica-Watertown with 400 employees serving 257,000 members with a portfolio of managed-care and traditional health insurance products. Annual revenues exceeded \$280 million. Led the merger into Excellus Health Plan, Inc., a union of three independent regional Blue Cross Blue Shield plans covering Upstate New York. Excellus Health Plan, Inc. now covers more than 2.5 million members and generates more than \$6 billion in annual revenues. Reversed several years of market share erosion and grew premium revenue by 22%.

- Grew strategically important managed care product line by 223%.
- Reduced operating expenses as a percentage of premiums from 12.6% to 10.7%.
- Fostered an excellent working relationship with the board of directors.
- Achieved NCQA accreditation with an "Excellent" rating

BLUE CROSS AND BLUE SHIELD OF MASSACHUSETTS, Boston, MA

1984 - 1997

**Vice President, Small Business & Select Markets Division (1994 - 1997)**

Promoted to vice president responsible for 425 staff and a \$28 million annual operating budget. Accountable for sales, marketing, customer service, and operations serving a key business segment with over 300,000 members consisting of small business and individual customers. The division generated \$635 million in annual revenue and was the most profitable division in the company.

- Exceeded sales quota with \$83 million in new sales revenue.
- Reduced operating expenses by more than 15%.

**Business Leader, Small Business Group (1992 – 1994)**

**Regional Account Executive (1991 – 1992)**

**Director, Raytheon Control Center (1989 – 1991)**

**Assistant Director, Special Accounts Office (1988 - 1989)**

**Sales Manager, North Shore Regional Office (1987 - 1988)**

**Account Executive, Special Accounts Office (1986 - 1987)**

**Sales Representative, Northeast Regional Office (1984 – 1986)**

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## EDUCATION

BROWN UNIVERSITY, PROVIDENCE, RI - Sc.B., Applied Math & Economics

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## PROFESSIONAL TRAINING/CERTIFICATIONS

- Certified Eden Associate Training
- Advanced Leadership Course, Leadership Coaching, Inc.
- AHIP Long Term Care Professional Certification
- AHIP Professional, Academy of Health Care Management Certification
- AHIP Health Insurance Associate Certification

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## ORGANIZATIONS AND ASSOCIATIONS

- Board Member, Rochester Presbyterian Home (2013 – Present)
- Elder, Mendon Presbyterian Church (2012 – Present)
- World President's Organization (WPO) (2011 – Present)
- Board of Directors, Lifespan, Inc.; Immediate Past Chairman (2002-2012)
- Board of Directors, Family Service Communities; Immediate Past Chairman (2003-2012)
- Young President's Organization (YPO) (2004 – 2009)
- Board of Directors, America's Health Insurance Plans (AHIP); member of Finance & Membership Committees, Long-Term Care Leadership Council, and Product Leadership Council (2002 - 2009)
- LIMRA, Long-Term Care Committee; Chairman of 2005 Annual LTC/DI Conference (2001 - 2005)
- Leadership Rochester, Class of 2001 (2000 - 2001)
- Board of Directors, Vice-Chairman, American Red Cross - Utica Chapter (1997 – 1999)

# Laura L. Beck, MPAff

Lbeck@edenalt.org

*Dedicated, hands-on professional; skilled in growing new projects and delivering results*

## Competencies Include:

- ✓ **Attention to Detail:** Energetic and organized critical thinker; ability to grasp the big picture while maintaining meticulous attention to details.
- ✓ **Oral Communication:** Articulate communicator; able to synthesize and present details in a thorough manner; recognized as an informed and passionate spokesperson for issues.
- ✓ **Relationship Building:** Exceptional consensus-builder; adept at understanding and integrating needs and perspectives of diverse stakeholders.
- ✓ **Team Work:** Motivated and focused professional; respected on team-based projects.
- ✓ **Written Communication:** Published report and freelance article writer, skilled grant writer.

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## Key Accomplishments

### Project Development

- Currently fulfills the following responsibilities for an international non-profit designed to support organizational development efforts focused on shifting the culture of elder care in organizational and community-based settings: Project design and management, educational materials and curricula development; webinar education coordination; grant proposal development; team mentorship; and master trainer for different audiences around the country.
- Partnered with visionary founder of The Eden Alternative, an international non-profit, to create framework for a transformative philosophy to improve quality of life for elders living at home and their care partners. Translated new paradigm into four *Eden at Home* projects, including two initiatives focused on building intergenerational relationships and awareness. Developed curricula and replication plans for all four projects. Sought and was awarded \$125,000 from AARP National for collaborative pilot; also the sole recipient of a highly competitive national grant. Designed pilot evaluation process and co-developed evaluation tools used to assess pilot's success. Personally trained and certified over 100 trainers who have delivered *Eden at Home* to over 500 care partners and their families nationwide with positive outcomes.
- Developed, expanded, and managed daily operations of a home and community-based educational initiative with international reach; oversaw promotional strategies, built on-going relationships with diverse constituencies, i.e. non-profit organizations, state aging organizations, home health professionals, long-term care administrators, and citizens at the grassroots level.
- Spearheaded community-building efforts as an active leader and founding member of Ecovillage at Ithaca's second intentional, co-housing neighborhood. Co-chaired implementation of \$100,000 neighborhood subsidy program intended to support economic diversity. Researched different subsidy sources. Created and drove subsidy applicant education process and co-managed general membership education efforts, resulting in 100% occupancy of 30-household community. Facilitated extensive consensus building processes, including aspects of sustainable and accessible design for homes and common spaces.



**Media/Communications**

- Currently manages branding and packaging of organizational message; coordinates development of promotional materials, online publications, and public relations; and acts as a national and international spokesperson.
- Produced and directed 10-minute documentary style promotional video for The Eden Alternative.
- Produced, directed, and performed videography for 2.5 hour educational video for The Eden Alternative featuring 54 vignettes.
- Coordinated operations of educational television production facility. Revised scripts, directed productions, operated equipment, trained production crew and produced live teleconference classes and in-house productions, which enabled distance learning to over 500 students daily.
- Produced and directed series of high quality professional “how-to” training videos sold commercially in international computer technology market. Fulfilled all aspects of production.

**Work History**

|  |                                |                |
|--|--------------------------------|----------------|
| The Eden Alternative, Inc.                             | Learning and Development Guide | 2010- present  |
| The Eden Alternative, Inc.                             | Project Director, Eden at Home | 2003 - 2010    |
| Ecovillage at Ithaca                                   | Team Leader/Community Builder  | 2001 - Present |
| Parent and Family Care Partner                         | Ithaca, NY/Austin, TX          | 1994 - Present |
| University of Texas                                    | Graduate Student               | 1992 - 1994    |
| Texas Water Commission                                 | Research Assistant/Intern      | 1993           |
| Texas Air Control Board                                | Assistant Facilitator/Intern   | 1993           |
| U.T. College of Pharmacy                               | Producer/Director              | 1990 - 1992    |
| Software Video Productions                             | Producer/Director              | 1989 – 1990    |
| Microelectronic and Computer<br>Technology Corporation | Producer/Director              | 1988-1989      |

**Education**

**The University of Texas at Austin**  
 Lyndon B. Johnson School of Public Affairs  
 Master of Public Affairs (MPAff), August 1994

**The University of Texas at Austin**  
 College of Communications  
 Bachelor of Science, August 1988

# Denise Hyde

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**Education**                      1975 - 1978                      University of Nebraska                      Lincoln, NE

**Pre-Pharmacy**

1978 - 1981                      University of Nebraska Medical Center  
Omaha, NE

**Doctor of Pharmacy Degree**

**Professional experience**                      July 2009 to present                      The Eden Alternative

**Community Builder**

- To support and network the Eden Alternative Registered Homes, to respond to inquiries about the Eden Alternative, and to continue to educate about and grow the Eden Alternative Philosophy.

June 2005 to July 2009                      CIMRO of Nebraska

**Quality Improvement Advisor**

- To assist with the 8<sup>th</sup> 9<sup>th</sup> Scopes of Work in improving quality of life in nursing homes and hospitals through culture change and quality measure process improvement (physical restraints and pressure ulcers) as well as in evaluating the Medicare Part D benefit implementation through an assessment of medication therapy management services satisfaction and improving drug safety for elders.

May 2001 to July 2005                      Alegent Health

**Part-time Pharmacist**

January 2001 to present                      The Eden Alternative Inc.

**Eden Alternative® Mentor & Educator**

- Also served as a Regional Coordinator responsible for conducting the three day Certified Eden Associate trainings in Nebraska, Iowa, North and South Dakota, Montana and Wyoming, worked with the training team, developed one-day next step education program curriculum, facilitated Eden Associate gatherings in the Region, and provided other consulting services to assist Eden Associates in their work.
- Laid the groundwork to develop a culture change coalition in Nebraska called the Nebraska Aging Enrichment Coalition. We brought together other coalitions, organizations and individuals together to tape an & *Thou Shalt Honor* Caregiving Town Hall meeting. This program was taped on March 16, 2005 and broadcast on June 22, 2005. We then supported local town hall meetings, to be held around the state, to begin to gather ideas on our next steps to improve Eldercare in Nebraska. We continue to gather quarterly, send out an electronic newsletter quarterly, and have a leadership

team that is setting the future direction for the coalition.

- As an Eden Alternative Mentor and Educator, I work to provide identified workshops and trainings to homes implementing the philosophy nationally and internationally. I also provide guidance and support to homes as they work on their implementation efforts. I also assist with new education program development.

July 2000 to December 2000      Pharmerica

**Staff Pharmacist**

1988 - 2000                      Thomas Fitzgerald Veterans Home      Omaha, NE

**Pharmacy Manager since 1992**

- Duties include order processing, dispensing, providing clinical services, monthly chart reviews, budget administration, assisting in developing policy and procedure for pain management, behavior tracking, and DISCUS assessments, statistical tracking of drug usage data, conducting quarterly Pharmaceutical Services Committee meetings, attending weekly Comprehensive Care Plan meetings, participating on the Quality Improvement/Member Care Team, serving as a preceptor for UNMC pharmacy students, and presenting nursing inservices. Other activities include developing sharing agreements with the Omaha Veterans Administration Medical Center, providing meeting process and mediation trainings, and leading the Eden Alternative implementation process for the facility.

1987 – 1990                      Pharmacy Personnel Services, Inc.      Omaha, NE

**Owner and operator**

- Relief pharmacist service, servicing eastern Nebraska and western Iowa.

1984 - 1988                      Mapleview Pharmacy                      Omaha, NE

**Part-time pharmacist**

- Duties included prescription filling activities, organizing returned goods and completed third party billing.

1984 - 1985                      Creighton University                      Omaha, NE

**Relief pharmacist**

- Provided relief pharmacist work at the Florence Nursing Home and Northside Pharmacy.

1981 - 1983                      Northside Pharmacy                      Omaha, NE

**Pharmacy Manager**

- Assistant Professor of Pharmacy Practice and Clinical Pharmacist at Creighton Family Practice Clinic. Developed a formulary for the clinic and pharmacy, member of the Patient Education Committee, actively participated in two drug studies and organized a Pharm.D. clerkship at the pharmacy.

**Professional  
Activities**

Served as a member of the state Pharmacotherapy Focus Team for the 24 hour facilities operated by the State of Nebraska.

Team leader for the Pharmacy Computer System Acquisition Project for the 24 hour facilities operated by the State of Nebraska.

Steering Committee for the Nebraska Health Care Association in 1993 to

revise the Care Staff Member Training Manual.

Nebraska Pharmacists' Association Drug Utilization Review Committee from 1984 to 1988.

Board member for the Greater Omaha Pharmacist Association from 1983 to 1988, Association President in 1988 and Executive Secretary from 1988 to 1992.

Eden Alternative® presentation to Nebraska Healthcare Association conference on April 16, 2002 and to the Iowa Pharmacy Association on October 25, 2002.

All day workshop on Culture Change given at Iowa Western Community College on April 22, 2003.

"Pioneering Culture Change in Long Term Care" presentation to North Dakota Long Term Care Conference on May 1, 2003.

"The Next Step to Enrich Your Habitat" workshop presented at Summer Hill in Sherburne, NY October 12-14, 2003.

"Pioneering Change in Long Term Care" presentation to Nebraska Association of Homes and Services for the Aging on October 23, 2003.

Coordinated the "New Beginnings in Eldercare: The Eden Alternative®" conference held in Omaha, NE, November 6-7, 2003.

Participated in an Eden Alternative® lecture tour in five cities across Japan in July 2004 with Dr. William Thomas, Christa Monkhouse, Yuki Nakajima and Emi Kyota.

"Jazzing Up Your Presentation Skills" presented at the International Eden Alternative® Conference in Tacoma, WA on October 25, 2004.

"Lead from Their Strengths: Creating an Empowering Organization" presented at the Nebraska Healthcare Quality Forum in Lincoln, NE on May 3, 2005.

"Lead From Their Strengths: Creating an Empowering Organization" presented at the American Health Care Association conference in October 2005.

Panel presentation on culture change and the role of the pharmacist at the ASCP national conference in New Orleans, November 2008.

"The Path to Mastery: Creating a Caring Community" presented at the 2009 Pioneer Network national conference in Little Rock, AR.

"Pathway to GROWTH" workbook published through ActionPact 2009

**Professional memberships**

Nebraska Pharmacists' Association since 1981.

American Society of Consultant Pharmacists 1992 - 2003.

American Society of Training and Development since 2007.

**Accreditations**

State of Nebraska Registered Pharmacist, license number 9394, from 1981 to present.

Certified Eden Associate, training completed in October 1998, with additional Eden Associate education completed in May 1999. Became an Eden Mentor in February 2000 and a Certified Educator in August 2006

Attended the Yarborough Group 24 hour workshop, "Mediation at Work", in February 1997, and a 40 hour workshop, "Masterful Facilitation", in November 1997.

Certified as a trainer of "Managerial Mediation" by Dan Dana, Ph.D., December 1996.

Certified as a trainer of "Mastering Meetings, Tools for Collaborative Action" by Interaction Associates, September 1995.

Supervisor/Manager of the Year for the State of Nebraska Veterans Home System 1999.

Completed Geriatrics Mini-Fellowship through the University of Nebraska Medical Center, Nebraska Geriatric Education Center in December 2006.

ASTD Certificate in Facilitating Organizational Change, July 2007.

Completed TeamSTEPPS Master Trainer Preparation, January 2008.

ASTD Certificate in Action Learning, March 2008.

**Community Involvement**

Member of St. Michael Lutheran Church, involved with the handbell choir.

Member and Past Matron of Luna Chapter #169 Order of Eastern Star.

Past Mother Advisor and Advisory Board member for Elkhorn-Waterloo Assembly #38 International Order of Rainbow for Girls from 1995 through 1999.

# Kathleen Hagen, MBA

PO Box 18369  
Rochester, NY 14618

[opm@edenalt.org](mailto:opm@edenalt.org)  
(585) 461-3951

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## Summary

Highly effective and respected team member with diverse operations management, process improvement, and strategic planning experience. Passionate about serving others in meaningful ways. Excels in developing loyal customer and co-worker relationships and inspiring staff to attain organizational goals and strengthen their skills.

## Core Competencies

- Operations management/ project management
- Accurate financial management/ budgeting
- Project development, implementation, tracking
- Rapidly synthesizes and adapts to new information
- Diverse background offers broad experience
- Develops and sustains strong relationships
- Empathetic and compassionate communicator
- Empowers others to use their expertise and unique skill sets

## Professional Experience

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### Operations Manager

The Eden Alternative

Rochester, NY

Manage the financial systems and operate logistics of the international non-profit organization.

- Collaborate with the CEO; execution of business operations including financial management.
- Build operational success through all departments of the organization including budget development, implementation, and financial reporting.
- Responsible for all human resources functions including payroll, problem solving, hiring, and compliance.
- Lead purchasing and inventory activities, building relationships with suppliers and service providers.
- Improve and manage registration systems for educational offerings.
- Connect with customers and build strong and meaningful relationships for long term stability.
- Direct all aspects of the online store, including website updates and order fulfillment.
- Assist and provide quality control support for the marketing and design team.
- Provide social networking outreach through blogging, Facebook, Pinterest, etc.
- Partner with the Eden Alternative Board of Directors to provide information and support.

### Operations Manager

Eyes Downtown

Buffalo, NY

Define the organization, implement growth opportunities, and manage office/optical store

- Hire and develop staff to create a professional environment that builds patient loyalty.
- Work directly with diverse clientele in consultative sales.
- Develop marketing and advertising strategies and materials.
- Improve and revise work processes including health insurance billing.

**Merkel Donohue** Rochester, NY

### Team Leader and Project Manager

Contractor for Wegmans Food Markets: leader of contract design team responsible for corporate office planning.

- Develop and implemented plans and completed large scale projects on time and within budgets.
- Research, budget, bid-out and purchase products and services necessary for projects.
- Prepare staffing, labor, and third-party service requirements for each project.
- Improve standards, processes, best practices and use planning and organization skills to meet program requirements while working closely with designers and management to achieve organizational goals.

### Design Department Manager

Executive leadership team member with focus on integrating strategic organizational transformation.

### Office Space Planning and Design

Senior designer responsible for consultations, assessment, layout, specification, and implementation of office design/relocation projects.

**Education**

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**Executive M.B.A.**

Rochester Institute of Technology- Saunders College of Business      2007

**Relevant Course Work:**

- Managerial Accounting
- Leadership Skills Development
- Executive Leadership
- Strategic Thinking
- Valuation and Capital Budgeting
- Micro/Macroeconomics
- Data Analysis/ Statistics
- Team Building and Ethics
- Financial Analysis and Planning
- Marketing Strategy
- Systems Support for Operations
- Technology Management

**Business Consultant/ Capstone Project:** Strategic market research and analysis for a local manufacturing company to determine viability of continuing business; included team development of possibilities, survey development and analysis, and presentation of outcomes.

**Bachelors Degree in Fine Arts**

State University of New York at Buffalo      1984

**Professional Development**

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**A.A.S. Interior Design**

Villa Maria College      1988

**New York State License in Massage Therapy**      2002

Onondaga School of Therapeutic Massage  
Class Valedictorian: Based on highest G.P.A. in Sciences  
Certifications in Myofascial Release and Reiki

**Toastmasters International**

Postprandial Club; President 1999, Toastmaster of the Year, Advanced Toastmaster Bronze, Competent Leader, Active member 1995-2005

**Community Service**

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Volunteer for the C.A.S.H. Initiative – Front Desk Manager and C.A.S.H. Advisor, assisting low-income working families to access community resources.

## Meredith L. Burrus

Address:

[REDACTED]  
[REDACTED]  
[REDACTED]

[education@edenalt.org](mailto:education@edenalt.org)

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### **Education:**

**Middle Tennessee State University**

*Bachelor of Science*

Family and Consumer Sciences

Concentration: Child Development and Family Studies

**Murfreesboro, TN**

**5/2003**

### **Experience:**

Community Care of Rutherford County

Murfreesboro, TN

**Murfreesboro, TN**

**4/2003-02/2010**

*Activities Director*

\*Activity Director Certified (ADC)-certification through the National  
Certification Council of Activity Professionals (NCCAP)

\*Certified Eden Associate

\*Trained Feeding Assistant

\*Certified Nurses Assistant (CNA)

The Eden Alternative

Rochester, NY

*Eden Educator*

**2006-2010**

\*Train individuals on the practices and principles of the Eden Alternative

\*Provide Eden Associate trainings and other educational offerings around the  
U.S.

The Eden Alternative

Rochester, NY

*Education Coordinator*

**2009-present**

\* Coordinate all aspects of The Eden Alternative's educational offerings

\* Facilitates the marketing and promotion of education sessions

\* Initiates and develops relationships with hosts, Eden Educators and partners

hosting our training.

***Meredith Burrus***

[REDACTED]  
*Murfreesboro, TN 37130*



# Erynne M. Blackburn

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## QUALIFICATIONS SUMMARY

- Goal-oriented individual with solid work ethic and strong attention to detail
- Able to communicate and collaborate effectively with individuals from diverse backgrounds
- Capable of multitasking and problem-solving in a fast-paced environment
- Enthusiastic learner with excellent planning and organizational skills

## EDUCATION

### **University at Albany, SUNY**

Master of Science in Special Education (Inclusion), May 2008 (GPA 4.0)

### **SUNY Geneseo**

Bachelor of Science in Childhood Education, May 2006 (GPA 3.95)

## PROFESSIONAL EXPERIENCE

### **Administrative Assistant (Health, Counseling, & Religious/Spiritual Life): *Union College* Aug. 2013—Aug. 2014**

- Served as the liaison between the Health Center, Counseling Center, and Religious/Spiritual Life Office
- Responded to student and family inquiries about health and counseling services; represented the Religious/Spiritual Life Office during Admissions open house events
- Brainstormed and executed wellness programs for students and staff, e.g. stress relief workshops
- Designed and created flyers, postcards, and bulletin boards to promote health and spiritual programs; restructured three departmental websites to clearly disseminate college services, policies, and resources
- Participated in fundraising and outreach events
- Conducted and compiled research to evaluate office staffing patterns, services, and programs
- Documented and accessed confidential student records using PyraMED Health Systems
- Established Christian Protestant Ministry donation record using Excel; categorized purchases using Works financial software; assisted in the development of working budgets using IFAS accounting software
- Reorganized electronic and paper filing systems for all three departments; updated the Health Services Policies and Procedures Manual
- Supervised two student workers

### **Teacher (Grade 4): *Niskayuna Central School District***

**Sep. 2008—June 2013**

- Developed curricular schedules, units, and assessments based on NYS standards and district-wide goals
- Differentiated instruction based on student need; taught students identified as having ADD/ADHD, Down syndrome, autism spectrum disorders, emotional and behavioral disorders, and various learning disabilities
- Implemented whole-class and individual behavior management plans
- Conducted student goal-setting and reflection exercises to foster ownership and independence in learning
- Communicated extensively with families via phone calls, email, conferences, newsletters, and a class website
- Regularly initiated and engaged in team meetings with school administrators and service providers
- Served on interdisciplinary committee to problem solve student concerns at the building level
- Accurately tracked student attendance, behavior, and academic performance to measure growth
- Organized classroom events, e.g. field trips and Back to School Night; coordinated school-wide fundraiser for families in need
- Supervised paraprofessionals and classroom volunteers

## COMPUTER SKILLS

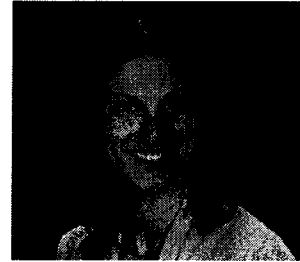
Proficient in MS Excel, Word, Publisher, and PowerPoint. Adept at using Cascade Server and FirstClass Websites.

Erynne Blackburn  
Administrative Support, The Eden Alternative

**Current Job Description:**

Education Support:

- Creates registration pages for new training events
- Manages training postponements, cancellations, and other variances
- Closes completed trainings to ensure proper documentation
- Produces promotional flyers and posts trainings on the Eden Alternative website
- Collaborates with fulfillment supplier to coordinate the delivery of training materials
- Communicates with educators, host sites, and trainees to ensure trainings run smoothly



Operations Support:

- Responds to incoming requests and inquiries
- Processes office mail and deliveries
- Assists with the maintenance of financial records and receivables

**Bio:**

Erynne Blackburn joined the Eden Alternative Home Office in 2015. As Administrative Support for the Education Coordinator and Operations Manager, Erynne performs behind-the-scenes work to help bring educational events to fruition. She manages responsibilities including: establishing registration pages; cancelling and postponing events as needed; developing promotional flyers and posting events on the website; coordinating materials delivery; and closing completed trainings. She communicates extensively with educators, host sites, and trainees to ensure the training process runs smoothly.

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Contractor Name:   The Eden Alternative, Inc.  

Key Personnel

| Name              | Job Title                                 | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|---|-----------|---------------------------|--------------------------------|
| Christopher Perna | CEO                                       | \$100,000 | 0.01                      | \$962                          |
| Kathy Hagen       | Operations Manager/ Project Administrator | \$54,000  | 0.06                      | \$3,219                        |
|                   |   |           |                           |                                |