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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HUMAN SERVICES AND BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Christine Tappan  
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
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April 19, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division Office of the Commissioner, Administrative Operations, to enter into a **sole source** agreement with American Public Human Services Association (APHSA), Vendor #168677 B001, 1133 19th St NW Washington DC, 20036, to provide expert consultation and support to the Department with strategic planning efforts in order to modernize and streamline systems, processes, resources, and programs in an amount not to exceed \$29,750, effective upon Governor and Council approval, through December 31, 2018. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2018, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

**05-95-95-95300010-56770000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, BUREAU OF HUMAN RESOURCES**

State Fiscal Year	Class	Class Title	Job Number	Total Amount
2018	066-500555	Training and Education Consultant	95302011	\$ 29,750
			<b>Total:</b>	<b>\$29,750</b>

**EXPLANATION**

This request is **sole source** as the American Public Human Services Association (APHSA) is the leading national expert providing support to Health and Human Services' organizations in the development and implementation of strategic plans that can promote broad agency modernization. APHSA, in close partnership with Harvard and Accenture, has developed and implemented across the country a capacity building model for government agencies responsible for delivering health and human services known as the Human Services Value Curve (HSVC). The HSVC has been successfully utilized in dozens of states and counties across the country to move health and human serving systems towards a more integrated operational model that enhances the quality of services while streamlining governance, work flow processes, systems and structures to enable more efficient business process alignment and effective use of resources and funding. Results have included improved outcomes due to greater coordination of care for individual clients, their families, and communities, as well as more effective use of funding and resources.

In late 2017, staff of the DHHS, Senior Executive Team consulted with APHSA to assess their capabilities to support upcoming strategic planning efforts. These conversations included a focus on leveraging the Human Services Value Curve methods, tools and evidence as a means for different levels of agency leadership to assess, plan, and advance their efforts to organize their work and conduct priority-setting towards modernization. The target audience for this work is the Department of Health and Human Services' Senior Executive Team, Management team, as well as the Program Leadership team. Outcomes of this work will impact all of the Department of Health and Human Services, as well as the Departments' external stakeholders. Providing assistance with strategy work that is being led by the New Hampshire Hospital Chief Executive Officer is included as part of the proposed consultation services

Funds in this agreement will be used to conduct strategic planning meetings with Senior Executive Management and work sessions with the Department's and management members with a focus on leveraging the Human Service Value Curve method and tools. Strategic planning will include one (1) full-day retreat session with the Senior Executive Team.

Deliverables will include identification of key strategic processes to modernize agency operations and advance identified priorities, presentation materials for work and training sessions as it relates to the HSVC, and any related pre-work, related handouts, and processed session notes, including identifying the next steps in the implementation plan.

Should Governor and Executive Council not authorize this Request, the Department of Health and Human Services may not be able to receive national expert consultation regarding strategic planning for health and human service sectors or instruction on best practices for implementing strategic operational initiatives using the HSVC that will advance modernization efforts.

Area served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,



Christine Tappan  
Associate Commissioner



Approved by:

Jeffrey A. Meyers  
Commissioner

Subject: Health & Human Services Value Curve (SS-2018-OCOM-03-HEALT)

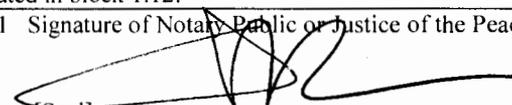
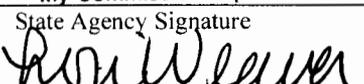
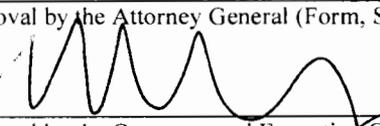
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

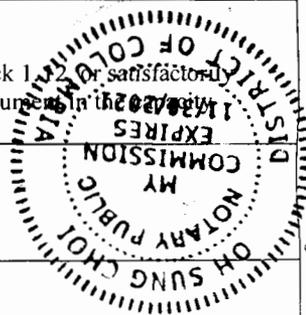
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name American Public Human Services Association		1.4 Contractor Address 1133 19 <sup>th</sup> St NW Washington DC 20036	
1.5 Contractor Phone Number (202) 682-0100	1.6 Account Number 05-095-095-95302011-56770000-9530-066-500555	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$29,750
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number (603) 271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PHIL BASSO VP OF STRATEGIC MOBILIZATION	
1.13 Acknowledgement: State of <u>DC</u> , County of <u>    </u> On <u>3/12/2018</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 manner indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 <u>Oh Sung Choi</u> of Notary or Justice of the Peace Notary Public, District of Columbia My Commission Expires <u>11/30/2021</u>			
1.14 State Agency Signature  Date: <u>3-29-18</u>		1.15 Name and Title of State Agency Signatory Lori Weaver, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Nelson Tapscott Attorney 3/30/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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

Contractor Initials

Date 3/1/18



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.

Contractor Initials PS  
Date 3/1/18



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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall assist the Department to embed and utilize the Health & Human Services Value Curve tool in strategic planning efforts at the Senior Executive and Department Management Team in order to advance strategic planning efforts at various management levels of the Department.
- 1.3. For the purposes of this contract, days shall mean business days. Business days shall be from 8 AM through 4 PM Monday through Friday, excluding state employee holidays.

### 2. Scope of Services

- 2.1. The Contractor shall conduct meetings with the Department's Senior Executive Team and Department Management members to engage and support utilization of the Health & Human Services Value Curve tool. The Contractor shall:
  - 2.1.1. Facilitate an in-person meeting over the course of one business day with the Senior Executive Team, focused on Department wide strategic planning and integration of the Human Service Value Curve tool into current Department practices, upon execution of this agreement.
  - 2.1.2. Conduct in-person work sessions over the course of six (6) days, which include, but are not limited to:
    - 2.1.2.1. Meeting with both the Senior Executive Team and Management Team to provide orientation to the Value Curve that includes, but is not limited general strategic planning governance priorities for safety, integration and quality in outcomes.
    - 2.1.2.2. Meeting with the New Hampshire Hospital CEO and senior leadership to:
      - 2.1.2.2.1. Assist NHH with utilizing the Value Curve to revise and strengthen its content and supporting structure in order to focus on staff safety.
      - 2.1.2.2.2. Assist NHH with utilizing the Value Curve, as described above, as a guide for scoping similar efforts for patient well-being,



Exhibit A

community partnerships and financial efficiency.

- 2.1.2.3. Meeting with program directors in order to:
  - 2.1.2.3.1. Understand Value Curve basics.
  - 2.1.2.3.2. Review nationwide examples of how the Value Curve has impacted improvement work.
  - 2.1.2.3.3. Practice applying the Value Curve lens to daily work responsibilities.
  - 2.1.2.3.4. Practice applying the Value Curve lens on current strategic initiatives.
- 2.1.2.4. A wrap up meeting with the Management Team and the Senior Executive Team in order to:
  - 2.1.2.4.1. Debrief the teams on meetings and activities completed during the three-day tour.
  - 2.1.2.4.2. Establish next steps to support groups utilizing the Value Curve currently and in the future.

- 2.2. The Contractor shall participate in planning calls with the Department, which shall include reviewing written materials that contribute to the Value Curve device.
- 2.3. The Contractor shall provide written objectives, agendas and presentation materials for each session conducted with the Department.
- 2.4. The Contractor shall ensure individuals participating in work sessions receive related handouts and session notes as well as ensuring next steps are clearly identified in writing.

**3. Deliverables**

- 3.1. The Contractor shall ensure the following services are delivered over a minimum of fourteen (14) days as follows:
  - 3.1.1. Initial in-person planning session with Senior Executive Team described in Section 2.2.1, above, over one (1) day.
  - 3.1.2. One (1) full day strategic retreat.
  - 3.1.3. Work session planning, as described in Section 2.2.2 above, over six (6) days (45 hours).
  - 3.1.4. Work sessions described in Section 2.2.2., above, over six (6) days (45 hours).
- 3.2. The Contractor shall provide a minimum of fourteen (14) hours of planning calls and remote advice.



## Exhibit B

### Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with 100% General Funds.
3. The Contractor shall be paid as follows:
  - 3.1. Payments shall be on a cost reimbursement basis for allowable expenses as follows:
    - 3.1.1. Daily rate of \$2,000 per day, for services provided in accordance with Exhibit A, Scope of Services for hours actually worked.
    - 3.1.2. Travel reimbursement of \$1,750 for actual costs incurred for all necessary travel, as approved by the Department.
  - 3.2. Payments shall be for only the total number of days actually worked as specified in Exhibit A, Scope of Services, Section 3 Deliverables.
  - 3.3. The Contractor shall submit an invoice for reimbursement by the twentieth (20th) working day of each month for costs incurred in the prior month.
  - 3.4. All invoices shall include the date, the hours worked, a brief description of the work completed in accordance with Exhibit A, Scope of Services.
4. The State shall make payment to the Contractor within thirty (30) days of receiving each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. All invoices must be mailed to:

Carol Guyer, Financial Administrator  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.



**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;

PB

3/1/18



- 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.

New Hampshire Department of Health and Human Services  
Exhibit C



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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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



- 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.



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.



**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

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New Hampshire Department of Health and Human Services  
Exhibit D



- 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.

3/1/18  
Date

Contractor Name:

Name: PHIL BASSO  
Title: VP OF STRATEGIC MOBILIZATION



**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.

3/1/18  
Date

Contractor Name:   
Name: PHIL BASSO  
Title: VP OF STRATEGIC MOBILIZATION



**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

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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:

Name: PHIL BASSO  
Title: VP OF STRATEGIC MOBILIZATION

3/1/18  
Date

Contractor Initials PB  
Date 3/1/18



**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

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

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.

3/1/18  
Date

Contractor Name:

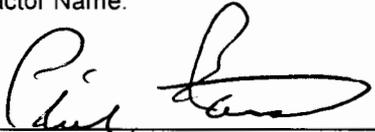
  
Name: PHIL BASSO  
Title: VP OF STRATEGIC MOBILIZATION

Exhibit G

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

Contractor Initials

PB

Date

3/1/18



**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.

3/1/18  
Date

Contractor Name:

Name: PHIL BASSE  
Title: VP OF STRATEGIC MOBILIZATION

Contractor Initials PB  
Date 3/1/18



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.



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



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 (l). 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



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



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.



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) I, 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 and Human Services  
The State

Lori Weaver  
Signature of Authorized Representative

Lori Weaver  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

March 29, 2018  
Date

PHIL SASSO, AHPA  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

PHIL SASSO  
Name of Authorized Representative

VP OF STRATEGIC MOBILIZATION  
Title of Authorized Representative

3/1/18  
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.

3/1/18  
Date

Contractor Name:

Name: PHIL BASSO

Title: VP OF STRATEGIC MOBILIZATION

Contractor Initials

  
Date 3/1/18



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: 36 - 2166948
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: _____



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

PB

3/1/18



American Public Human Services Association



### Certification

I, Tracy Wareing Evans, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of American Public Human Services Association.  
(Agency Name)

2. The following is confirmation that Phil Basso  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency, and had this authority on 3/12/18, 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.

Tracy Wareing 3-12-18  
(Signature of the Elected Officer and Dated on 3 12 18)



## APHSa Mission Statement

APHSa pursues excellence in health and human services by supporting state and local agencies, informing policymakers, and working with our partners to drive innovative, integrated, and efficient solutions in policy and practice.

**AMERICAN PUBLIC HUMAN  
SERVICES ASSOCIATION**

Washington, D.C.

FINANCIAL STATEMENTS

Including Independent Auditors' Report

As of and for the Years Ended December 31, 2016 and 2015

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

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As of and for the Years Ended December 31, 2016 and 2015

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## **FINANCIAL STATEMENTS**

INDEPENDENT AUDITORS' REPORT

Board of Directors  
American Public Human Services Association  
Washington, D.C.

**Report on the Financial Statements**

We have audited the accompanying financial statements of American Public Human Services Association (the "Association"), which comprise the statement of financial position as of December 31, 2016, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year 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 audit. We conducted our audit 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 Association as of December 31, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

The financial statements of the Association as of and for the year ended December 31, 2015 were audited by other auditors whose report, dated July 28, 2016, expressed an unmodified opinion on those statements.

*Baker Tilly Virchow Krause, LLP*

Melville, New York  
September 21, 2017

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

## STATEMENTS OF FINANCIAL POSITION As of December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<b>ASSETS</b>		
Cash and Cash Equivalents	\$ 1,249,644	\$ 363,756
Investments	658,258	598,959
Receivables	922,333	1,238,384
Prepaid Expenses and Deposits	141,276	213,110
Property and Equipment, net	<u>586,996</u>	<u>710,142</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 3,558,507</u></b>	<b><u>\$ 3,124,351</u></b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 947,324	\$ 525,920
Accrued vacation	4,614	25,966
Accrued pension liability	999,707	1,224,556
Deferred revenue	1,036,247	952,925
Deferred rent	202,119	254,313
Security deposit payable	13,665	13,665
Total Liabilities	<u>3,203,676</u>	<u>2,997,345</u>
<b>NET ASSETS (DEFICIT)</b>		
Unrestricted deficit	(79,169)	(368,994)
Temporarily restricted	<u>434,000</u>	<u>496,000</u>
Total Net Assets	<u>354,831</u>	<u>127,006</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 3,558,507</u></b>	<b><u>\$ 3,124,351</u></b>

See notes to the financial statements.

## AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

### STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS For the Year Ended December 31, 2016

	Unrestricted			Temporarily Restricted	Total
	Operations	Grants and Contracts	Total		
<b>REVENUES AND OTHER SUPPORT</b>					
Membership dues	\$ 2,669,965	\$ -	\$ 2,669,965	\$ -	\$ 2,669,965
Grants and contracts	-	2,427,130	2,427,130	-	2,427,130
Conferences	1,802,560	-	1,802,560	-	1,802,560
Training	508,226	-	508,226	-	508,226
Other income	402,424	-	402,424	-	402,424
Rental income	164,587	-	164,587	-	164,587
Publications	77,083	-	77,083	-	77,083
Investment income	59,436	-	59,436	-	59,436
Net assets released from restriction	62,000	-	62,000	(62,000)	-
Total Revenues and Other Support	5,746,281	2,427,130	8,173,411	(62,000)	8,111,411
<b>EXPENSES</b>					
Program services					
Lobbying	17,472	-	17,472	-	17,472
Grants and contracts	-	2,138,871	2,138,871	-	2,138,871
Membership and communication	2,090,074	-	2,090,074	-	2,090,074
Practice innovation	775,767	-	775,767	-	775,767
Policy and programs	1,932,881	-	1,932,881	-	1,932,881
Total Program Services	4,816,194	2,138,871	6,955,065	-	6,955,065
<b>SUPPORTING SERVICES</b>					
Management and general	1,153,370	-	1,153,370	-	1,153,370
Total Supporting Services	1,153,370	-	1,153,370	-	1,153,370
Total Expenses	5,969,564	2,138,871	8,108,435	-	8,108,435
<b>Change in Net Assets before Change in Other Pension Plan Obligation</b>	(223,283)	288,259	64,976	(62,000)	2,976
Change in Other Pension Plan Obligation	224,849	-	224,849	-	224,849
<b>Change in Net Assets (Deficit)</b>	1,566	288,259	289,825	(62,000)	227,825
NET ASSETS (DEFICIT) - Beginning of Year	(1,018,441)	649,447	(368,994)	496,000	127,006
<b>NET ASSETS (DEFICIT) - End of Year</b>	\$ (1,016,875)	\$ 937,706	\$ (79,169)	\$ 434,000	\$ 354,831

See notes to the financial statements.

## AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

### STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS For the Year Ended December 31, 2015

	Unrestricted			Temporarily Restricted	Total
	Operations	Grants and Contracts	Total		
<b>REVENUES AND OTHER SUPPORT</b>					
Membership dues	\$ 3,051,402	\$ -	\$ 3,051,402	\$ -	\$ 3,051,402
Grants and contracts	-	2,210,182	2,210,182	-	2,210,182
Conferences	1,650,366	-	1,650,366	-	1,650,366
Training	442,245	-	442,245	-	442,245
Other income	120,333	-	120,333	-	120,333
Publications	59,696	-	59,696	-	59,696
Investment income	6,767	-	6,767	-	6,767
Net assets released from restriction	62,000	-	62,000	(62,000)	-
Total Revenues and Other Support	5,392,809	2,210,182	7,602,991	(62,000)	7,540,991
<b>EXPENSES</b>					
Program services					
Lobbying	42,508	-	42,508	-	42,508
Grants and contracts	-	1,958,724	1,958,724	-	1,958,724
Membership and communication	1,896,595	-	1,896,595	-	1,896,595
Practice innovation	560,847	-	560,847	-	560,847
Policy and programs	1,258,113	-	1,258,113	-	1,258,113
Total Program Services	3,758,063	1,958,724	5,716,787	-	5,716,787
<b>SUPPORTING SERVICES</b>					
Management and general	1,876,943	-	1,876,943	-	1,876,943
Total Supporting Services	1,876,943	-	1,876,943	-	1,876,943
Total Expenses	5,635,006	1,958,724	7,593,730	-	7,593,730
<b>Change in Net Assets before Change in Other Pension Plan Obligation</b>	(242,197)	251,458	9,261	(62,000)	(52,739)
Change in Other Pension Plan Obligation	(6,294)	-	(6,294)	-	(6,294)
<b>Change in Net Assets (Deficit)</b>	(248,491)	251,458	2,967	(62,000)	(59,033)
NET ASSETS (DEFICIT) - Beginning of Year	(769,950)	397,989	(371,961)	558,000	186,039
<b>NET ASSETS (DEFICIT) - End of Year</b>	\$ (1,018,441)	\$ 649,447	\$ (368,994)	\$ 496,000	\$ 127,006

See notes to the financial statements.

## AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended December 31, 2016

	Program Services						Supporting Services	
	Lobbying	Grants and Contracts	Membership and Communication	Practice Innovation	Policy and Programs	Total Program Services	Management and General	Total
Salaries	\$ 13,137	\$ 188,820	\$ 406,725	\$ 525,600	\$ 1,028,191	\$ 2,162,473	\$ 168,394	\$ 2,330,867
Payroll Taxes and Employee Benefits	4,335	76,834	128,235	122,536	532,888	864,828	66,224	931,052
Total Salaries and Related Expenses	<u>17,472</u>	<u>265,654</u>	<u>534,960</u>	<u>648,136</u>	<u>1,561,079</u>	<u>3,027,301</u>	<u>234,618</u>	<u>3,261,919</u>
Consultants	-	1,403,684	200,331	56,210	63,447	1,723,672	81,411	1,805,083
Meetings and Travel	-	427,798	1,145,495	60,680	182,723	1,816,696	4,376	1,821,072
Office Rental and Maintenance	-	-	-	-	160	160	449,154	449,314
Professional Fees and Insurance	-	37,104	69,589	-	3,979	110,672	104,301	214,973
Telephone and Communication	-	1,286	31,902	3,362	62,339	98,889	56,528	155,417
Depreciation and Amortization	-	-	-	-	-	-	133,521	133,521
Subscription and Supplies	-	1,213	26,648	6,821	30,957	65,639	33,106	98,745
Other	-	559	3,580	-	26,283	30,422	40,645	71,067
Copying and Printing	-	718	59,849	-	78	60,645	8,454	69,099
Postage and Storage	-	855	17,720	558	1,836	20,969	7,256	28,225
Allocation of Indirect Expenses	<u>17,472</u>	<u>2,138,871</u>	<u>2,090,074</u>	<u>775,767</u>	<u>1,932,881</u>	<u>6,955,065</u>	<u>1,153,370</u>	<u>8,108,435</u>
	57,668	96,114	153,782	203,762	642,044	1,153,370	(1,153,370)	-
Total Expenses	<u>\$ 75,140</u>	<u>\$ 2,234,985</u>	<u>\$ 2,243,856</u>	<u>\$ 979,529</u>	<u>\$ 2,574,925</u>	<u>\$ 8,108,435</u>	<u>\$ -</u>	<u>\$ 8,108,435</u>

See notes to the financial statements.

## AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended December 31, 2015

	Program Services						Supporting Services	
	Lobbying	Grants and Contracts	Membership and Communication	Practice Innovation	Policy and Programs	Total Program Services	Management and General	Total
Salaries	\$ 33,563	\$ 301,869	\$ 418,722	\$ 218,689	\$ 784,383	\$ 1,757,226	\$ 403,940	\$ 2,161,166
Payroll Taxes and Employee Benefits	8,945	94,006	112,214	89,478	258,846	563,489	353,989	917,478
Total Salaries and Related Expenses	<u>42,508</u>	<u>395,875</u>	<u>530,936</u>	<u>308,167</u>	<u>1,043,229</u>	<u>2,320,715</u>	<u>757,929</u>	<u>3,078,644</u>
Consultants	-	1,308,917	140,451	221,783	14,764	1,685,915	113,442	1,799,357
Meetings and Travel	-	241,341	1,125,674	29,109	148,595	1,544,719	84,626	1,629,345
Office Rental and Maintenance	-	3,000	152	-	-	3,152	516,266	519,418
Professional Fees and Insurance	-	-	16,757	-	-	16,757	112,597	129,354
Telephone and Communication	-	4,154	21,388	66	30,781	56,389	58,842	115,231
Depreciation and Amortization	-	-	-	-	-	-	141,667	141,667
Subscription and Supplies	-	1,911	20,399	1,460	18,701	42,471	44,046	86,517
Other	-	1,821	2,448	119	1,524	5,912	33,141	39,053
Copying and Printing	-	954	23,031	-	22	24,007	7,428	31,435
Postage and Storage	-	751	15,359	143	497	16,750	6,959	23,709
Allocation of Indirect Expenses	<u>42,508</u>	<u>1,958,724</u>	<u>1,896,595</u>	<u>560,847</u>	<u>1,258,113</u>	<u>5,716,787</u>	<u>1,876,943</u>	<u>7,593,730</u>
	<u>140,946</u>	<u>187,928</u>	<u>382,917</u>	<u>319,477</u>	<u>845,675</u>	<u>1,876,943</u>	<u>(1,876,943)</u>	<u>-</u>
Total Expenses	<u>\$ 183,454</u>	<u>\$ 2,146,652</u>	<u>\$ 2,279,512</u>	<u>\$ 880,324</u>	<u>\$ 2,103,788</u>	<u>\$ 7,593,730</u>	<u>\$ -</u>	<u>\$ 7,593,730</u>

See notes to the financial statements.

## AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

### STATEMENTS OF CASH FLOWS For the Years Ended December 31, 2016 and 2015

	2016	2015
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 227,825	\$ (59,033)
Adjustments to reconcile change in net assets to net cash flows provided by (used in) operating activities:		
Depreciation and amortization	133,521	141,667
Unrealized (gain) loss on investments	(16,655)	44,781
Bad debt expense	-	19,875
Change in accrued pension liability	(224,849)	(3,960)
Deferred rent	(52,194)	36,726
Decrease (increase) in assets:		
Receivables	316,051	(439,382)
Prepaid expenses and deposits	71,834	(47,742)
Increase (decrease) in liabilities:		
Accounts payable	421,404	237,289
Accrued vacation	(21,352)	(72,498)
Deferred revenue	83,322	(485,924)
Refundable advances	-	(18,435)
Security deposit payable	-	13,665
Net Cash Flows Provided by (Used in) Operating Activities	938,907	(632,971)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase and reinvestment of investments	(42,644)	(50,726)
Purchases of property and equipment	(10,375)	(59,114)
Net Cash Flows Used in Investing Activities	(53,019)	(109,840)
<b>Net Change in Cash and Cash Equivalents</b>	885,888	(742,811)
CASH AND CASH EQUIVALENTS - Beginning of Year	363,756	1,106,567
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	\$ 1,249,644	\$ 363,756

See notes to the financial statements.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

NOTES TO THE FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2016 and 2015

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## NOTE 1 - Description of Association and Summary of Significant Accounting Policies

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### *Nature of Operations*

American Public Human Services Association (the "Association") is a nonprofit, bipartisan organization that develops and advocates effective public policies that improve the lives of low-income Americans. The Association represents state human service departments, local public human services agencies and individuals concerned with social policy and practice. The Association provides policy research, development and analysis, establishes programs to improve the lives and well being of low-income Americans, and provides professional training for public human services staff.

A summary of the Association's significant programs follows:

**Lobbying:** These activities include, but are not limited to, educating members of Congress, staffers, and lobbyists on issues related to health and human services.

**Grants and contracts:** These expenditures represent activities funded by foundations, state governments and the federal government for specific purposes. The purposes are generally related to the research and development of health and human service policies and programs.

**Membership and communication:** This program manages the external communications of the Association through publications, press releases, etc. This program also manages the communications to members and the processing of all members. Additionally, this program manages Association conferences and is the corporate liaison for the affiliate organizations.

**Practice innovation:** This program provides states and localities with expertise related to organizational and professional development.

**Policy and programs:** These programs provide state and localities with expertise in child welfare, child care, Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), performance measurement and program information implementation and policy development. It also serves as the secretariat for one unincorporated and one unrelated incorporated association.

**Management and general:** These activities include, but are not limited to, accounting functions, human resources, mailroom function, information systems, etc.

### *Basis of Accounting*

The financial statements of the Association have been prepared on the accrual basis of accounting.

### *Cash and Cash Equivalents*

The Association considers all highly liquid, short-term investments with an original maturity of three months or less on the date of purchase to be cash equivalents.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

NOTES TO THE FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2016 and 2015

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## NOTE 1 - Description of Association and Summary of Significant Accounting Policies (cont.)

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### *Receivables*

Conference, training, dues, and other receivables are carried at the original invoice amount. Grant and contract receivables are comprised of uncollected amounts billed on federal and non-federal grants. Such recoverable costs are billable when expenditures are incurred. A receivable balance is considered past due once it has not been received by its scheduled due date. Periodically, the receivable balances are reviewed and evaluated as to their collectability. An allowance, if necessary, is then set up based on these evaluations. There was no allowance for doubtful accounts as of December 31, 2016 and 2015.

### *Investments*

Investments consist primarily of mutual funds. Investments are generally recorded at fair value based upon quoted market prices, when available, or estimates of fair value. Investment income or loss and unrealized gains or losses are included in the statements of activities and changes in net assets as increases or decreases in unrestricted net assets unless the income or loss is restricted by donor or law.

The financial markets' volatility may significantly impact the subsequent valuation of the Association's investments. Accordingly, the valuation of investments may not necessarily be indicative of amounts that could be realized in a current market exchange.

### *Property and Equipment*

Property and equipment are stated at cost when acquired. Donated fixed assets are recorded at fair value at the date of donation. Individual capital expenditures equal to or greater than \$500 are capitalized as property and equipment and depreciated on the straight-line basis over estimated lives of five to ten years. Leasehold improvements are recorded at cost and amortized over the shorter of the asset's useful life or the term of the lease.

### *Impairment of Long-Lived Assets*

The Association reviews long-lived assets, including property and equipment, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset.

### *Revenue Recognition and Deferred Revenue*

Grants and contracts are considered conditional promises to give and are recognized when the conditions on which they depend are substantially met. Grant funds received in advance are reported as refundable advances. Membership dues are recognized as revenue ratably over the membership period. Dues received in advance are reported as deferred revenue and recognized during the period of membership. Conferences revenue is recognized at the time of the conference. Amounts received in advance are recorded as deferred revenue. Training revenue is recognized upon the completion of the training sessions. Publications revenue is recognized upon delivery of the material.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

NOTES TO THE FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2016 and 2015

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## **NOTE 1 - Description of Association and Summary of Significant Accounting Policies (cont.)**

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### *Expenses*

Direct costs associated with specific programs are recorded as program expenses in the statements of functional expenses. General and administrative expenses (indirect) are allocated to programs based on the number of employees budgeted in each department irrespective of where the actual time incurred is recorded during the year. Fringe benefits are allocated to specific programs based on salaries. General and administrative (indirect) costs are charged to federal awards based on a provisional rate established by the Association's cognizant agency. Any variance between the provisional rate and the final negotiated rate is adjusted in the period when finalized. During the years ended December 31, 2016 and 2015, the Association's indirect cost rate was calculated in accordance with its approved Negotiated Indirect Cost Recovery Agreement ("NICRA").

### *Deferred Rent*

The Association has a lease agreement for rental space in Washington, D.C. Rent increases in future years and an initial rent abatement are being allocated on a straight-line basis over the term of the lease. The difference between the expense and the cash payments is reported as deferred rent.

### *Net Assets*

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Net assets that are not subject to donor-imposed stipulations and that may be expended for any purpose in achieving the primary objectives of the Association are reported as unrestricted net assets.

The Association reports gifts of cash and other assets as restricted assets if they are received with donor stipulations that limit the use of the donated assets. Donor restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted support. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities and changes in net assets, as net assets released from restrictions.

The Association reports gifts of buildings and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, the Association reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. As of December 31, 2016 and 2015, temporarily restricted net assets represent amounts donated for the Association's website and related donated website service costs.

### *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America 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.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

NOTES TO THE FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2016 and 2015

---

## NOTE 1 - Description of Association and Summary of Significant Accounting Policies (cont.)

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### *Tax-Exempt Status*

The Association qualifies as a tax-exempt, not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code and corresponding state law. Accordingly, no provision for federal or state income taxes is required.

### *Uncertain Tax Positions*

Management evaluated the Association's tax positions and concluded that the Association had taken no uncertain tax provisions that require adjustment to the financial statements to comply with the provisions of Financial Accounting Standards Board ("FASB") Accounting Standards Codification No. 740.

### *Recent Accounting Pronouncements*

In August 2014, the FASB issued Accounting Standards Update ("ASU") 2014-15, "*Presentation of Financial Statements - Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*". The core principle of ASU 2014-15 is intended to define management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. ASU 2014-15 defines the term substantial doubt and requires an assessment for a period of one year after the date the financial statements are issued (or available to be issued). ASU 2014-15 is effective for fiscal years ending after December 15, 2016. Management has adopted the provisions of this new standard. The adoption of this accounting standard did not have a material impact on the Association's financial statements.

In February 2016, the FASB issued ASU 2016-02, "*Leases (Topic 842)*". The core principles of ASU 2016-02 change the way organizations will account for their leases by recognizing lease assets and related liabilities on the statements of financial position and disclosing key information about leasing arrangements. Management is currently evaluating the impact of adopting ASU 2016-02 on the Association's financial statements.

In August 2016, the FASB issued ASU 2016-14, "*Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*". The new guidance is intended to improve and simplify the current net asset classification requirements and information presented in financial statements and notes that is useful in assessing a not-for-profit's liquidity, financial performance, and cash flows. ASU 2016-14 is effective for fiscal years beginning after December 15, 2017 with early adoption permitted. ASU 2016-14 is to be applied retroactively with transition provisions. Management is currently evaluating the impact of adopting ASU 2016-14 on the Association's financial statements.

### *Reclassifications*

Certain 2015 amounts have been reclassified to conform with classifications adopted in 2016. The reclassifications have no effect on prior year reported amounts of net assets or changes in net assets.

### *Evaluation of Subsequent Events*

Management has evaluated subsequent events through September 21, 2017, the date the financial statements are available for issuance, for inclusion or disclosure in the financial statements.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

NOTES TO THE FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2016 and 2015

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## NOTE 2 - Receivables

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Receivable consist of the following as of December 31, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Conference, training, dues, and other	\$ 606,306	\$ 711,409
Federal grants and contracts	315,082	366,347
Non-federal grants and contracts	<u>945</u>	<u>160,628</u>
Total Receivables	<u>\$ 922,333</u>	<u>\$ 1,238,384</u>

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## NOTE 3 - Property and Equipment

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Property and equipment, net, consists of the following as of December 31, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
Furniture and Equipment	\$ 449,956	\$ 439,581
Leasehold Improvements	164,575	164,575
Website	<u>620,000</u>	<u>620,000</u>
	1,234,531	1,224,156
Less Accumulated Depreciation and Amortization	<u>647,535</u>	<u>514,014</u>
Total Property and Equipment, net	<u>\$ 586,996</u>	<u>\$ 710,142</u>

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## NOTE 4 – Investments

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The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy under authoritative guidance are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted market prices for identical assets in active markets that the Association has the ability to access.

Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

## NOTES TO THE FINANCIAL STATEMENTS As of and for the Years Ended December 31, 2016 and 2015

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### NOTE 4 - Investments (cont.)

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The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The Association's investments consist solely of mutual funds as of December 31, 2016 and 2015. Investments as of December 31, 2016 and 2015 are considered Level 1 investments within the fair value hierarchy. The following is a description of the valuation methodology used for assets measured at fair value. There have been no changes in the methodology used as of December 31, 2016 and 2015

Mutual funds are valued at the daily closing price as reported by the fund. Mutual funds held by the Association are open-end mutual funds that are registered with the U.S. Securities and Exchange Commission. These funds are required to publish their daily net asset value and to transact at that price. The mutual funds held by the Association are deemed to be actively traded.

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### NOTE 5 - Retirement Plans

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**Defined benefit plan:** The Association has a non-contributory defined benefit retirement plan (the "Plan") that covered substantially all employees until the Association froze the Plan effective December 31, 2008. The benefits are based on years of service and the employees' compensation during the highest three years of service. The Association's funding policy is to contribute annually at a rate that is intended to remain a level percentage of compensation for the covered employees. Funded status is defined as the difference between the projected benefit obligation and the fair value of the Plan assets. The fund is diversified between equity and debt securities. With this diversification and investment in broader market funds, there is reasonable assurance that no single security or class of securities will have a disproportionate impact on the Plan assets.

The investment objective of the Plan is to maintain the purchasing power of the current assets and all future contributions by producing positive real rates of return on Plan assets, achieve a fully funded status with regard to accumulated benefit obligations, have the ability to pay all benefits and expense obligations when due, maintain a funding cushion for unexpected developments, maintain flexibility in determining the future level of contributions, maximize return within reasonable and prudent levels of risk in order to minimize contributions and control costs of administering the Plan and managing the investments.

The obligations and funded status of the Plan are as follows for the years ended December 31, 2016 and 2015:

	2016	2015
Projected and Accumulated Benefit Obligations	\$ 3,778,176	\$ 3,770,359
Fair Value of Plan Assets	2,778,469	2,545,803
Funded Status	<u>\$ (999,707)</u>	<u>\$ (1,224,556)</u>
Pension Liability Recognized in the Financial Statements	<u>\$ 999,707</u>	<u>\$ 1,224,556</u>
Benefit Cost	<u>\$ 12,249</u>	<u>\$ 211,434</u>
Association Contribution	<u>\$ 221,000</u>	<u>\$ 209,100</u>
Benefits Paid and Settlements	<u>\$ 174,418</u>	<u>\$ 364,189</u>

## AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

### NOTES TO THE FINANCIAL STATEMENTS As of and for the Years Ended December 31, 2016 and 2015

#### **NOTE 5 - Retirement Plans (cont.)**

Expected contributions to be made during the year ending December 31, 2017 are \$200,000.

Total net annual pension cost and other changes are as follows for the years ended December 31, 2016 and 2015:

	2016	2015
Interest Cost	\$ 150,483	\$ 155,839
Expected Return on Assets	(170,873)	(180,180)
Amortization of Unrecognized Net Actuarial Loss	32,639	170,076
Settlement Charge	-	65,699
Net Periodic Pension Cost	12,249	211,434
Other Changes	-	(6,294)
Total Recognized in Statements of Activities and Changes in Net Assets	\$ 12,249	\$ 205,140

The weighted-average assumptions used for the Association's Plan valuations are as follows as of December 31, 2016 and 2015:

	2016	2015
Discount Rate	3.75%	4.10%
Expected Long-Term Rate of Return on Plan Assets	6.50%	6.50%

The expected long-term rate of return on Plan assets was determined based on expected future investment returns. Historical market rates of return and interest rate levels were considered in determining the expected future investment returns.

The Plan's asset allocations are as follows as of December 31, 2016 and 2015:

	2016	2015
Equity Securities	56%	59%
Debt Securities	13%	15%
Cash/Annuity	31%	26%
Total	100%	100%

All of the Plan's assets are classified as Level 1 within the fair value hierarchy and are valued at quoted market prices.

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

## NOTES TO THE FINANCIAL STATEMENTS As of and for the Years Ended December 31, 2016 and 2015

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### NOTE 5 - Retirement Plans (cont.)

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Based on current data and assumptions, the following benefit payments are expected to be paid over the next ten fiscal years for the years ending December 31,

2017	\$	252,422
2018		286,354
2019		229,516
2020		212,724
2021		195,243
2022 to 2026		1,658,519

The Association also has a 401(k) profit sharing plan (the "401(k) Plan"). The 401(k) Plan covers all full-time employees who have completed six months of service with the Association. Under the terms of the 401(k) Plan, the Association can make a discretionary profit sharing contribution to the 401(k) Plan each year. The employee may contribute up to 80% of his or her salary, as limited by current Internal Revenue Service limitations. Employer discretionary profit sharing contributions are subject to a five-year vesting schedule. Employer contributions for the years ended December 31, 2016 and 2015, approximated \$145,000 and \$101,000, respectively.

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### NOTE 6 - Operating Lease

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The Association has an agreement to lease office space under a non-cancelable sublease agreement, which was set to expire January 30, 2016. On September 26, 2014, the Association extended the lease through January 30, 2021. The Association received a rent abatement for the first three months of the extended lease. A deferred rent amount was recognized to allocate the benefit of this free rent and escalating rent payments throughout the term of the lease. Total rent charged to operations for the years ended December 31, 2016 and 2015 approximated \$378,000 and \$443,000, respectively.

Future minimum payments under this agreement are approximately as follows for the years ending December 31:

2017	\$	481,000
2018		498,000
2019		515,000
2020		533,000
2021		6,000
		<hr/>
Total	\$	2,033,000

During September 2015, the Association entered into an agreement to sublease a portion of the above office space to an unrelated third party under a non-cancelable sublease agreement, which commenced on February 1, 2016 and terminates January 30, 2021. The agreement contains annual rent escalation of 4%.

Future minimum sublease payments to be received under this agreement are approximately as follows for the years ending December 31:

2017	\$	170,000
2018		177,000
2019		184,000
2020		191,000
2021		16,000
		<hr/>
Total	\$	738,000

# AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION

NOTES TO THE FINANCIAL STATEMENTS  
As of and for the Years Ended December 31, 2016 and 2015

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## **NOTE 7 - Commitments and Contingencies**

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The Association participates in a number of federally-assisted grant programs, which are subject to financial and compliance audits by federal agencies or their representatives. As such, there exists a contingent liability for potential questioned costs that may result from such audits. Management does not anticipate any significant adjustments as a result of such audits.

The Association has several contracts for hotel rooms for meetings to be held through September 2018. In the event of cancellation, the Association is required to pay various costs of the hotel rooms as stipulated in the contracts, the amounts of which are dependent upon the date of cancellation.

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## **NOTE 8 - Off-Balance Sheet Risk and Concentration of Credit Risk**

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Financial instruments which potentially subject the Association to concentrations of credit risk consist principally of temporary cash investments, investments, and receivables. From time to time, the cash balances exceed the Federal Deposit Insurance Corporation coverage limit. The Association places its temporary cash investments with high credit quality financial institutions. The Association invests primarily in mutual funds. Investments are exposed to various risks such as interest rate, market volatility, credit and liquidity risks. Due to the level of uncertainty related to changes in interest rates, market volatility, credit and liquidity risks, it is reasonably possible that changes in these risks could materially affect the fair value of the investments reported in the statements of financial position. Receivables are predominantly from federal, state and local governmental agencies.



American Public Human Services Association



## 2018 APHSA Executive Governing Board

### OFFICERS

#### **Chair**

David Stillman  
Assistant Secretary  
Economic Services Administration  
WA Department of Social and Health Services  
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Assistant: [karen.hagen@dshs.wa.gov](mailto:karen.hagen@dshs.wa.gov)

#### **Vice Chair/Local Council Representative**

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#### **Treasurer**

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President and Founder  
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### ELECTED DIRECTORS

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### AFFILIATE REPRESENTATIVE

Paul Fleissner (Local Council)  
Director  
Olmsted County (MN) Community Services  
Email: [fleissner.paul@co.olmsted.mn.us](mailto:fleissner.paul@co.olmsted.mn.us)

### LEADERSHIP COUNCIL REPRESENTATIVE

Roderick Bremby  
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State of Connecticut Department of Social Services  
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Assistant: [Marcea.Wolf@ct.gov](mailto:Marcea.Wolf@ct.gov)  
[Deborah.Alexson@ct.gov](mailto:Deborah.Alexson@ct.gov)

# Phil Basso

## Career Summary:

Senior executive and organizational consultant with outstanding accomplishments and expertise in both the public and private sectors. Major competency areas include:

- Connecting strategy, capacity and results
- Systematic and systemic improvement
- Business and product development
- Leadership, culture, values and trust
- Facilitation and coaching
- HR-specific and field-wide transformation

## Professional Experience:

**AMERICAN PUBLIC HUMAN SERVICES ASSOCIATION, D.C.** **2003-present**

**VP of Strategic Mobilization, Deputy Executive Director and Director of Organizational Effectiveness**

Joined the association as a field trainer. Promoted to team director in 2005, executive team member in 2008, and deputy in 2013. Recently named chief of our nationwide government affairs, policy analysis and direct technical services. Report to the President and CEO and supervise five directors.

- Facilitated strategic planning and implementation as part of APHSA's executive team. Our primary strategies, *Pathways* and *Value Curve progression*, have sparked much national attention and action.
- Transformed our technical assistance from a static leadership training program to a comprehensive organization and ecosystem improvement practice, delivered through customized projects.
- Built an organizational effectiveness (OE) consulting team and increased revenues by over 700%. Led over 100 projects within over 30 states, personally consulting nearly 1200 days in the field.
- Built an *OE Practice Handbook*, now in its 5<sup>th</sup> edition, and developed the DAPIM™ model for driving continuous improvement at the strategic, project-driven, and daily operating levels.
- Primary author of national child welfare agency guidance for *Strategy* and *Change Management*, and the DAPIM™ continuous improvement method has been endorsed by the Children's Bureau.
- As an author, presenter, field consultant, coach and educator, enabled the spread and scale of Harvard's *Health and Human Services Value Curve* model for system and field transformation.

**COUNCIL OF INSURANCE AGENTS AND BROKERS, Washington, DC** **2013**  
**SVP, Leadership and Management Resources**

**CAPITAL ONE FINANCIAL, Glen Allen, VA** **2001**  
**Director of Human Resources**

**GATEWAY COMPUTER, Hampton, VA** **2000-2001**  
**General Manager, Hampton Operations**

**LEXIS-NEXIS, a Division of Reed Elsevier** **1996-2000**  
**Vice President of Human Resources, New York, NY, (1999-2000)**

Executive responsible for all US legal publishing, with 10 locations and 32 HR team members including four Directors. Transition leader for a \$1B acquisition and integration.

- Teamed with a top international consulting firm to analyze all operations for an 8,000-employee business, gaining approval to shift \$175M from existing operations to new business development.

**Director of Human Resources**, Charlottesville, VA, (1996-1998)

- Led initiatives in staffing, performance management, staff development, rewards, and community and employee relations, with dramatic improvements to HR and business metrics.

**WEEKLY READER PUBLISHING**, a Division of Primedia, Stamford, CT

**1995-1996**

**Director of Human Resources and Administration**

- Relocated the organization from a quiet pasture to a corporate hub.

**CITICORP GLOBAL FINANCE**, Mamaroneck, NY

**1990-1995**

**Relationship Manager, Northeast Region, Dealer Finance**, (1992-1995)

Directed sales, marketing, training, and credit management for 30 materials handling owners and CFOs.

- *CitiChampion*, improving new sales volume by over 250% with negligible credit losses.

**Assistant Vice President, Human Resources**, (1990-1992)

**FRITO LAY MANUFACTURING**, a Division of PepsiCo, Casa Grande, AZ

**1988-1990**

**Plant Employee Relations Manager and Personnel Administrator**

Turnaround leader for a poorly performing start-up.

- Won two consecutive *Herman Lay Awards* for best service, cost, quality and safety results.
- For over a year this 200-employee plant experienced no voluntary resignations or lost time injuries.

**CITICORP INVESTMENT BANK**, New York, NY

**1986-1988**

**Human Resources Generalist and Management Associate**

- Redesigned the compensation structure for sales, trading and corporate finance professionals.

## **Education:**

**College of William and Mary**, Williamsburg, Virginia

**2002-2003**

**Doctoral Program in Educational Planning, Policy and Leadership**

- Completed 18 PhD credits before accepting my position with APHSA

**Cornell University**, Ithaca, New York

**1986**

**Master of Industrial and Labor Relations**

- Teaching Assistant, Organizational Behavior and Labor Law

**SUNY at Binghamton**, Vestal, New York

**1983**

**Bachelor of Arts in Sociology, with Honors**

- Dorm President; President, Big Brothers/Big Sisters; Residential Advisor; Commencement Speaker

## **Professional Development and Publishing Highlights:**

- **Interaction Management and Effective Supervision:** *Certified Trainer*, DDI
- **Being an Executive at LEXIS-NEXIS:** *Certification*, Center for Creative Leadership
- **Leading Change:** *Certification*, Corporate Leadership Council
- **Trust Matters:** *Editorial Team*, Megan Tschannen-Moran/College of William and Mary
- **Positioning Public Child Welfare Guidance:** *Lead Author*, APHSA
- **2011 Journal:** *Co-Editor and Author*, National Staff Development and Training Association
- **Social Work Textbook:** *Chapter Lead Author*, University of Pittsburgh
- **E-Case on Value Curve Progression:** *Lead Author and subject*, University of Minnesota
- **APHSA's Policy and Practice:** *Author of numerous feature articles, bibliography on request*

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Phil Basso	VP of Strategic Mobilization	162,000/year	Zero	Zero