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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Lisa Morris
Director

January 30, 2017

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 of Public Health Services, to enter into a **sole source** Agreement with the Association for Professionals in Infection Control and Epidemiology, (Vendor #175225), 1400 Crystal Drive, Suite 900, Arlington, VA 22202, to enhance statewide infectious disease readiness and build on infection prevention infrastructure across the continuum of care, in an amount not to exceed \$330,000, effective upon Governor and Executive Council approval through December 31, 2017. 100% Federal Funds.

Funds are available in the following accounts for SFY 2017, and are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is **sole source** since the Department spent over a year researching specific courses to meet the educational needs of healthcare and infection prevention staff across the continuum of care. The Department seeks to train infection prevention and nursing staff, paramedics, and EMTs at New Hampshire's healthcare facilities, in addition to select Department staff at the Division of Public Health Services and Health Facilities Administration. Although there are basic infection prevention courses or webinars available, the Department was unable to find another vendor who could provide all four comprehensive and in-person courses listed below with the level of expertise, national credibility, hands-on training, and sustainable training plan which includes a year membership that provides access to free education offerings to meet the needs of NH healthcare facility and EMT staff. The Department has selected specific courses based on statewide needs as follows:

- Train-The-Trainer Infectious Disease Readiness and Patient Transport
- Education for the Prevention of Infection (EPI) Intensive Training
- Ambulatory Surgery Center (ASC) Training
- Advanced Education for Infection Prevention

Receiving credentials for the Certification in Infection Control (CIC) is dependent upon information extracted from the aforementioned Association for Professionals in Infection Control and Epidemiology. The services provided by this Contractor are not duplicated elsewhere in the State and will benefit the general New Hampshire population by enhancing infectious disease readiness and build upon current infection prevention infrastructure. Infection prevention knowledge and infrastructure is crucial for preventing and responding to infections and high threat infectious disease in healthcare settings across the continuum of care.

This contract is being approved for a one-year period with no renewal option. The Department intends to competitively procure these services in the future.

The 2014 Ebola outbreak and subsequent case in the U.S. highlights the importance of a strong foundation of infection prevention and need for staff to train front line healthcare workers to prevent disease transmission and immediately identify high threat infectious diseases. The NH Division of Public Health Services has conducted several assessments to understand infectious disease preparedness and infection control infrastructure. These assessments showed gaps in competency based training across a spectrum of measures that protect patients and healthcare workers. This Contractor will provide specialized trainings and increase infection prevention capacity throughout the State of New Hampshire. Currently there are no other vendors that have these specific technical courses. These courses are nationally and internationally recognized for infection prevention. Additionally, these courses are designed to address various topics that are assessed during the standard examination for Certification in Infection Control (CIC) credential. A certificate in infection prevention shows credibility and is comprehensive, developed from best practice analysis of infection prevention, recognized in the US and Canada, and the only standard measurement of essential knowledge, skills, and abilities expected of infection prevention and control professionals in North America.

In addition to high threat infectious diseases, healthcare-associated infections that patients can acquire during the course of receiving treatment within a healthcare setting cause substantial morbidity and mortality within the United States. An estimated 722,000 Healthcare-Associated Infections and 75,000 associated deaths occurred in U.S. acute care hospitals in 2011. The economic burden of Healthcare-Associated Infections is substantial and increasing. The total cost of Healthcare-Associated Infections has been estimated at \$33 billion per year in U.S. hospitals. Since 2007, the New Hampshire Division of Public Health has been actively engaged with developing a robust Healthcare-Associated Infections Program. The Program publishes data for healthcare consumers as required by law, responds to outbreaks or other events in healthcare facilities, and provides education and training offerings to healthcare facility contacts that disseminate and use that information for surveillance and prevention efforts to reduce infections across New Hampshire.

Approval of this Agreement will provide expert led courses for statewide healthcare facility staff across the continuum of care. There will be four (4) main education offerings. All of these courses would be live in New Hampshire and would include up to eighty-five (85) attendees for three (3) to five (5) days. The Contractor will secure provisions, identify expert faculty, develop and update course material, promote the training, manage entire registration process and logistics, conduct the course and provide relevant materials, evaluate course effectiveness, and provide Continuing Nursing Education Credits. The Contractor will also provide participants with a one (1) year Association for Professionals in Infection Control (APIC) membership. The APIC membership will allow attendees to stay current in their field through educational webinars, access to publications and implementation guides; continue their education through discounts on various online courses and network with colleagues that work in similar healthcare settings.

This scope of work includes four (4) separate trainings to address specific needs in different health care settings. The Vendor will provide a summary of each of the trainings to the Department throughout the contract period to ensure goals are being met. The Contractor has delivered educational training for more than forty (40) years and has established itself as a leader in the application of evidence-based infection prevention measures.

The Department entered into a successful contract with this Contractor in 2010 for the provision of two (2) infection prevention trainings. Those courses were well received by all participants and met or exceeded the performance measures outlined in the prior contract. For this contract, the Vendor will be required to seek approval from the Department regarding approval of agenda and promotion methods to ensure New Hampshire healthcare facilities are prioritized; and that infection prevention topics are relevant to needs of participants. The Vendor will also be required to submit performance measures indicating knowledge gained by evaluating each course through pre- and post-exams.

Due to the advancement of science and changing healthcare landscape, guidelines pertaining to infection prevention are ever-changing and constantly evolving. It is crucial for staff to have the most up to date information to perform their jobs. It is important to provide education to healthcare

staff in charge of infection prevention and training in all settings; including, but not limited to, critical access and acute care hospitals, skilled nursing facilities, the Veteran's Home, urgent care or walk in centers, paramedic and EMS services and other settings. Well experienced infection preventionists will also find these trainings important for their continued learning and infection prevention knowledge base. Additionally, there has been a lot of infection prevention staff transition in hospitals and healthcare settings due to retirement and career changes. Depending on the type of facility and resources available, staff often learn on the job and do not always have access to expert led training to prevent and respond to infectious diseases. Public health relies on infection prevention contacts to report infections, protect patients, and provide data for disease surveillance. Those reports are used for prevention and control activities, tracking disease patterns over time, and immediately alert public health to real time public health emergencies.

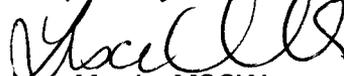
Should the Governor and Executive Council not approve this request, Infection Prevention staff may not have paid access to these specific trainings that are aimed to improve their current operations and daily activities in their field which in turn may result in staff not being able to effectively respond to various infectious diseases and have resources to assist them in preventing healthcare associated infections. Additionally the Department may not be able to use awarded funds made specific for training Emergency Medical Service (EMS) providers and funds for enhancing infection prevention infrastructure in NH healthcare facilities. Should the Department not use allocated funding, it may be difficult to secure future funding to support training activities; particularly that the grants supporting these course offerings are time limited (\$110,000 will not be available after summer 2017 and \$220,000 will no longer be available June 2018)

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Area served: Statewide

Source of Funds: 100% Federal Funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, Domestic Ebola Supplement to Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) grant and Coordinating Office for Terrorism Preparedness and Emergency Response grant.

Respectfully submitted,


Lisa Morris, MSSW
Director

Approved by: 
Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

05-95-90-903010-51260000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, EBOLA ELC (CFDA 93.815)

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 17	102-500731	Contracts for Program Svc.	90183540	150,000
SFY 18	102-500731	Contracts for Program Svc.	90183540	70,000
			Sub-Total	\$220,000

05-95-90-902510-50840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA (CFDA 93.074)

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 17	102-500731	Contracts for Program Svc.	90027030	110,000
			Sub-Total	\$110,000
			Total	\$330,000

Subject: Infectious Disease Control and Prevention Readiness Trainings (SS-2017-DPHS-08-INFEC-01)

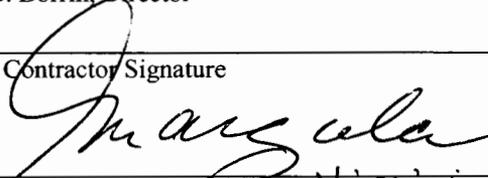
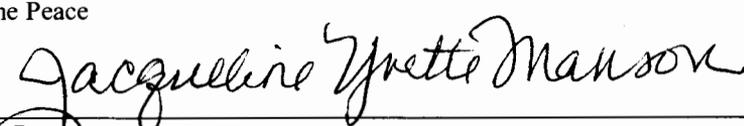
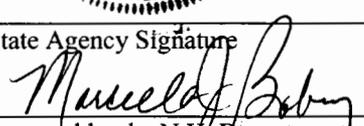
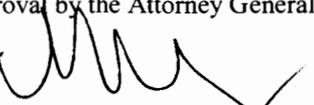
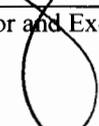
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Association for Professionals in Infection Control and Epidemiology, Inc.		1.4 Contractor Address 1400 Crystal Drive, Suite 900 Arlington, VA 22202	
1.5 Contractor Phone Number 202-454-2608	1.6 Account Number 05-95-90-903010-5126-102-500731; 05-95-90-902510-5084-102-500731	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$330,000.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory George Margula, Executive Vice President/Chief Financial Officer	
1.13 Acknowledgement: State of <u>Virginia</u> County of <u>Arlington</u> On <u>October 20, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Jacqueline Yvette Manson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marcella J. Bobitby, Acting Director	
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>Megan A. Cole - Attorney</u> <u>2/1/17</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, at any time, to 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.

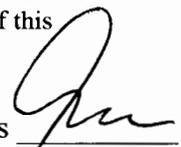
7. PERSONNEL.

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


10-20-16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Work

- 2.1. The Contractor shall provide a minimum of four (4) infection prevention and readiness training education programs for a total of sixteen (16) days, categorized as follows:
 - 2.1.1. "Train-The-Trainer Infectious Disease Readiness and Patient Transport"
 - 2.1.2. "Education for the Prevention of Infection (EPI) Intensive Training"
 - 2.1.3. "Ambulatory Surgery Center (ASC) Training"
 - 2.1.4. "Advanced Education for Infection Prevention"
- 2.2. The Contractor shall ensure the courses described in Section 2.1 are available to:
 - 2.2.1. New Hampshire Emergency Medical Services (EMS) providers and/or instructors;
 - 2.2.2. Acute care hospital staff;
 - 2.2.3. Ambulatory surgery center infection preventionists;
 - 2.2.4. NH Department of Health and Human Services Staff (DHHS); and
 - 2.2.5. Other staff as appropriate.
- 2.3. The Contractor shall ensure each training includes but is not limited to:
 - 2.3.1. Identified faculty for course development and training;
 - 2.3.2. A specific time period and location for each training as approved by the Department;
 - 2.3.3. A marketing plan that promotes trainings through a variety of methods, as approved by the Department and prioritizes New Hampshire Healthcare Facilities, which may include but are not limited to:
 - 2.3.3.1. The APIC (Association of Professionals in Infection Control) website;
 - 2.3.3.2. E-publications;
 - 2.3.3.3. Social media;
 - 2.3.3.4. "Prevention Strategist"; and



- 2.3.3.5. Email invitations.
- 2.3.4. Management of the entire registration process;
- 2.3.5. Coordination of logistics for trainings, which may include but is not limited to:
 - 2.3.5.1. Refreshments;
 - 2.3.5.2. Location;
 - 2.3.5.3. Equipment needed for trainings; and
 - 2.3.5.4. Print and/or electronic materials for participants.
- 2.3.6. Facilitation of trainings that includes testing and evaluation of participants.
- 2.3.7. Continued Nursing Education Credit (CNE) hours to all participants as applicable.
- 2.3.8. One (1) year APIC membership to all participants; and
- 2.3.9. Pre- and post-test surveys provided to all participants of the trainings as approved by the Department to assess training effectiveness to be provided to the Department after trainings occur.

3. Train-the-Trainer Infectious Disease Readiness and Patient Transport

- 3.1. The Contractor shall provide two (2) one-day in-person Train-the-Trainer Infectious Disease Readiness and Patient Transport courses and shall be facilitated by at minimum two (2) faculty members at a New Hampshire location. The Contractor shall ensure:
 - 3.1.1. A minimum of fifty (50) and a maximum of sixty (60) total participants attend the two (2) sessions collectively.
 - 3.1.2. A maximum of thirty (30) participants attend each session.
- 3.2. The Contractor shall develop and distribute marketing materials that announce the sessions, as approved by the Department.
- 3.3. The Contractor shall ensure participation slots are available until the maximum number of participants are registered, as follows:
 - 3.3.1. First, to New Hampshire EMS providers and instructors,
 - 3.3.2. Second to acute care hospital infection preventionists.
 - 3.3.3. Third to other selected healthcare setting personnel
 - 3.3.4. Fourth to NH DHHS and Bureau of Emergency Medical Services (BEMS).
 - 3.3.5. Fifth to neighboring states.
- 3.4. The Contractor shall ensure participants have continued access to the online "Guide to Infection Prevention in Emergency Medical Services."

4. EPI Intensive Training

- 4.1. The Contractor shall provide a five (5) day training taught by, at minimum, two (2) faculty members at a New Hampshire location. The Contractor shall ensure:



- 4.1.1. A minimum of sixty-five (65) participants, but no more than seventy-five (75) participants, to attend the five (5) sessions collectively.
- 4.2. The Contractor shall develop and distribute marketing materials that announce the sessions, as approved by the Department.
- 4.3. The Contractor shall ensure participation slots are available until the maximum number of participants are registered, as follows:
 - 4.3.1. First, to New Hampshire acute care hospital infection preventionists and quality staff,
 - 4.3.2. Second, other selected healthcare setting personnel.
 - 4.3.3. Third to NH DHHS staff.
 - 4.3.4. Fourth to neighboring states.

5. Ambulatory Surgery Center (ASC) Training

- 5.1. The Contractor shall provide a three (3) day training taught by, at minimum, two faculty members at a New Hampshire location. The Contractor shall ensure:
 - 5.1.1. A minimum of sixty-five (65) participants and a maximum of eighty-five (85) participants to attend the five (5) sessions collectively.
- 5.2. The Contractor shall customize the course for New Hampshire ASC specific needs which may include but not be limited to:
 - 5.2.1. Break-out session or other method to discuss challenges experienced by different types of ASCs (pain care, general surgery, orthopedic, and plastic);
 - 5.2.2. Course will discuss best practices for instrument reprocessing;
 - 5.2.3. Course will discuss best practices for HAI surveillance including the following topics:
 - 5.2.3.1. National Healthcare Safety Network definitions for NH reportable measures;
 - 5.2.3.2. General infection surveillance;
 - 5.2.3.3. Post-discharge surveillance; and
 - 5.2.3.4. Outbreak, infection control breach, and drug diversion situations.
 - 5.2.4. The Contractor shall ensure participation slots are available until the maximum number of participants are registered, as follows:
 - 5.2.4.1. First, to New Hampshire ASC infection preventionists or quality staff.
 - 5.2.4.2. Second, other selected healthcare setting personnel.
 - 5.2.4.3. Third to NH DHHS staff.
 - 5.2.4.4. Fourth to neighboring states.



6. Advanced Education for IP

- 6.1. The Contractor shall provide three (3) one-day in-person sessions taught by, at minimum, two (2) faculty members at a New Hampshire location.
- 6.2. The Contractor shall ensure at least sixty-five (65) participants, but no more than seventy-five (75) participants to attend the four (4) sessions collectively.
- 6.3. The Contractor shall develop and distribute marketing materials that announce the sessions, as approved by the Department.
- 6.4. The Contractor shall ensure participation slots are available until the maximum number of participants are registered, as follows:
 - 6.4.1. First, New Hampshire infection preventionists
 - 6.4.2. Second, other selected healthcare setting personnel.
 - 6.4.3. Third, NH DHHS staff.
 - 6.4.4. Fourth, neighboring states.

7. Staffing

- 7.1. The Contractor shall provide appropriate faculty to teach the courses as listed in Section 2.1.
 - 7.1.1. The faculty shall be trained and experienced in the related course they subsequently instruct.
 - 7.1.2. The faculty shall be located in New England, when applicable, to reduce travel costs.

8. Reporting

- 8.1. The Contractor shall report the progress toward meeting the financial and personnel figures as required by Domestic Ebola Supplement to Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases grant to the Department in a Department approved format.
- 8.2. The Contractor will provide the Department with a list of attendees, course summaries, and evaluations and/or summaries as completed by the participants.
- 8.3. The Contractor will develop Department approved pre/post-tests within thirty (30) days of the contract effective date to provide upon completion of each course.
 - 8.3.1. The tests will encompass queries that will acquire information which may include but may not be limited to:
 - 8.3.1.1. The measure of knowledge gained;
 - 8.3.1.2. The information retained; and
 - 8.3.1.3. How the participant will apply gained course information.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, in Form P-37, General Provisions for the services provided pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget.
2. This contract is funded with federal funds. Department access to federal funding is dependent upon requirements of:
 - 2.1. The Catalog of Federal and Domestic Assistance (CFDA) #93.815, U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, Domestic Ebola Supplement to the Epidemiology and Laboratory Capacity for Infectious Diseases (ELC).
 - 2.2. CFDA #93.074, Department of Health and Human Services, Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements.
3. Payment for contracted services shall be made on a cost reimbursement basis for authorized expenses based on budgets identified as Exhibit B-1 and Exhibit B-2.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice and any required reports identified in Exhibit A, Scope of Services, Paragraph 8, Reporting, by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses as identified in Exhibit B-1, Budget and Exhibit B-2, Budget that were incurred in the prior month.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice.
 - 4.3. The invoice must be submitted on vendor letterhead by mail or e-mail to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
dphscontractbilling@dhhs.nh.gov
5. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire until all trainings described in Exhibit A, Scope of Services, are completed.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

A handwritten signature in black ink, appearing to be "J. M.", written over a horizontal line.

10-20-16

Exhibit B-1

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Association for Professionals in Infection Control and

Contractor Name: Epidemiology

Infectious Disease Control and Prevention Readiness

Budget Request for: Trainings

(Name of Contract)

State Fiscal Year 2017:

Budget Period: September 1, 2016 through June 30, 2017

Line	Direct	Indirect	Total
1. Total Salary/Wages	\$ 54,193.37	\$ 5,419.34	\$ 59,612.71
2. Employee Benefits	\$ 11,922.54	\$ 1,192.25	\$ 13,114.80
3. Consultants	\$ 18,400.00		\$ 18,400.00
4. Equipment:		\$ -	\$ -
Rental	\$ 1,500.00		\$ 1,500.00
Repair and Maintenance		\$ -	\$ -
Purchase/Depreciation		\$ -	\$ -
5. Supplies:		\$ -	\$ -
Educational	\$ 8,100.00	\$ 810.00	\$ 8,910.00
Lab		\$ -	\$ -
Pharmacy		\$ -	\$ -
Medical		\$ -	\$ -
Office		\$ -	\$ -
6. Travel	\$ 14,535.00	\$ 1,453.50	\$ 15,988.50
7. Occupancy	\$ 30,380.00		\$ 30,380.00
8. Current Expenses	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -
Registration fees for APIC training	\$ 39,000.00	\$ 3,900.00	\$ 42,900.00
Consultant Preparation	\$ 13,600.00		\$ 13,600.00
Development of pre- and post-test	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00
APIC Memberships	\$ 14,800.00	\$ 1,480.00	\$ 16,280.00
ATO Subscription	\$ 23,125.00	\$ 2,312.50	\$ 25,437.50
CNEs	\$ 2,615.00	\$ 261.50	\$ 2,876.50
TOTAL	\$ 242,170.91	\$ 17,829.09	\$ 260,000.00

Indirect As A Percent of Direct

7.4%

Contractor's Initials



Date 10-20-16

Exhibit B-2

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Association for Professionals in Infection Control and
Contractor Name: Epidemiology**

**Infectious Disease Control and Prevention Readiness
Budget Request for: Trainings
*(Name of Contract)***

Budget Period: State Fiscal Year 2018: July 1, 2017 to August 31, 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,792.48	\$ 1,279.25	\$ 14,071.72	
2. Employee Benefits	\$ 2,814.34	\$ 281.43	\$ 3,095.78	
3. Consultants	\$ 7,200.00		\$ 7,200.00	
4. Equipment:		\$ -	\$ -	
Rental	\$ 450.00		\$ 450.00	
Repair and Maintenance		\$ -	\$ -	
Purchase/Depreciation		\$ -	\$ -	
5. Supplies:		\$ -	\$ -	
Educational	\$ 3,500.00	\$ 350.00	\$ 3,850.00	
Lab		\$ -	\$ -	
Pharmacy		\$ -	\$ -	
Medical		\$ -	\$ -	
Office		\$ -	\$ -	
6. Travel	\$ 5,100.00	\$ 510.00	\$ 5,610.00	
7. Occupancy	\$ 9,240.00		\$ 9,240.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Registration fees for APIC training	\$ 13,000.00	\$ 1,300.00	\$ 14,300.00	
Free memberships	\$ 4,000.00	\$ 400.00	\$ 4,400.00	
ATO Subscriptions	\$ 6,250.00	\$ 625.00	\$ 6,875.00	
CNEs	\$ 825.00	\$ 82.50	\$ 907.50	
TOTAL	\$ 65,171.82	\$ 4,828.18	\$ 70,000.00	

Indirect As A Percent of Direct

7.4%

Contractor's Initials 
Date 10-20-16



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;



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (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.

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10-20-16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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)

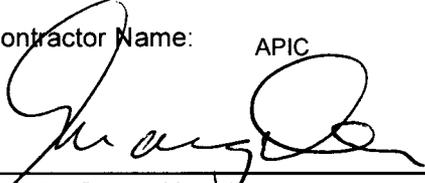
1400 Crystal Drive, Suite 900, Arlington, VA 22202

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

10-20-16
Date

Contractor Name:

APIC


Name: George Margola
Title: EVP/CFO

Contractor Initials 

Date 10-20-16



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

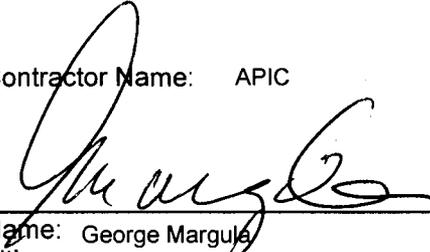
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: APIC


Name: George Margula
Title: EVP/CFO

0-20-16
Date

Contractor Initials 
Date 10-20-16



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

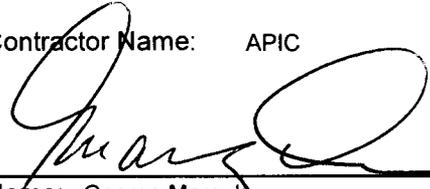
PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: APIC


Name: George Margula
Title: EVP/CFO

10-20-14
Date

Contractor Initials 
Date 10-20-14



**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



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.

10-20-16
Date

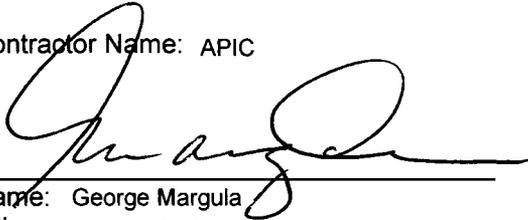
Contractor Name: APIC

Name: George Margula
Title: EVP/CFO

Exhibit G

Contractor Initials 

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: APIC

Name: George Margula
Title: EVP/CFO

10-20-16
Date

Contractor Initials GM
Date 10-20-16



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.

A handwritten signature in black ink, appearing to be 'J. M.', written over the 'Contractor Initials' label.



Exhibit I

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

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

Dept of Health & Human Services
The State

Marcella Babushky
Signature of Authorized Representative

Marcella Babushky
Name of Authorized Representative

Acting Director
Title of Authorized Representative

11/17/16
Date

APIC, Association for Professionals in
Infection Control and Epidemiology

George Margula
Name of the Contractor

George Margula
Signature of Authorized Representative

George Margula
Name of Authorized Representative

Executive Vice President and Chief Financial Officer
Title of Authorized Representative

10-20-16
Date

Contractor Initials JM
Date 10-20-16



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

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

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

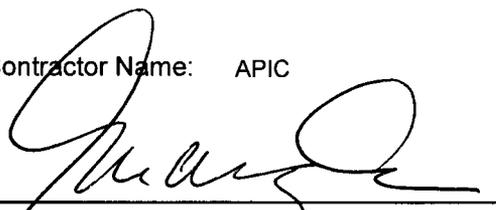
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

Contractor Name: APIC


Name: George Margula
Title: EVP/CFO

10-20-14
Date

Contractor Initials 
Date 10-20-14



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: 155152424
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:

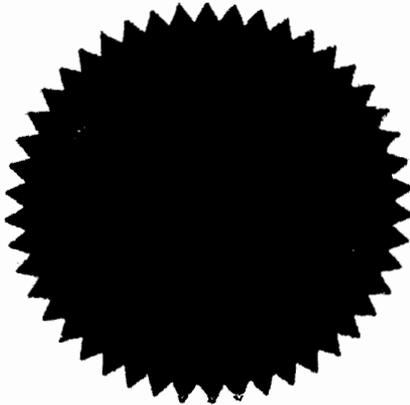
Name: _____	Amount: _____

Contractor Initials
Date 10-20-14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Association for Professionals in Infection Control and Epidemiology, a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on July 26, 2016. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of July, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style and is positioned above the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Linda McKinley, RN, BSN, MPH, CIC, do hereby certify that:

1. I am a duly elected officer of The Association for Professionals in Infection Control and Epidemiology, Inc. herein after referred to as APIC.
2. The following is a true copy of the resolution duly adopted as a fax vote of the Board of Directors of APIC duly held on October 7, 2016:

RESOLVED:

That the Chief Executive Officer and/or the Executive Vice President/Chief Financial Officer are hereby authorized on behalf of APIC to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the seventh day (7th) of October, 2016.

4. Katrina Crist and George Margula are the duly appointed Chief Executive Officer and the Executive Vice President/Chief Financial Officer, respectively, of APIC.



Linda McKinley, RN, BSN, MPH, CIC
Secretary, APIC Board of Directors
(Signature of the Elected Officer)

STATE OF WI

County of Dane

The forgoing instrument was acknowledged before me this 7 day of Oct, 2016.

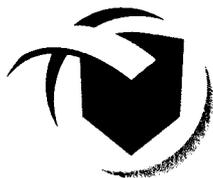
By Linda McKinley, RN, BSN, MPH, CIC.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 09/10/2017



APIC®

1400 Crystal Drive, Suite 900
Arlington, VA 22202
Phone: 202/789-1890
Fax: 202/789-1899
apicinfo@apic.org
apic.org

October 31, 2016

Shannon DuBreuil
Program Specialist IV
Contracts and Procurement Unit
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Re: Authority to sign contract as of 10/20/2016

On this date, October 31, 2016, I, Katrina Crist, CEO and Ex-officio board member of APIC, hereby attest that George Margula, CPA, EVP/CFO, had the authority to sign the contract titled "Infectious Disease Control and Prevention Readiness Trainings" on behalf of the Association for Professionals in Infection Control and Epidemiology with the State of New Hampshire when signed on 10/20/16.

Katrina Crist, MBA, CAE
CEO, APIC

10/31/2016

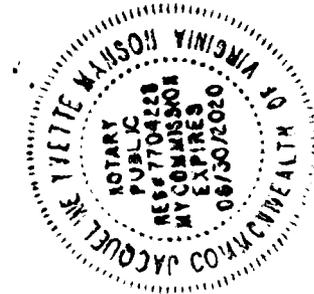
Date

SUBSCRIBED AND SWORN TO before me

THIS 31st October, 2016

BY Jacqueline Manson

(Notary Public)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2017

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

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

PRODUCER Eastern Insurance Group LLC 77 Accord Park Drive Unit B1 Norwell MA 02061	CONTACT NAME: selectwork@easterninsurane.com PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: selectwork@easterninsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Insurance Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED APIC Inc 1400 Crystal Drive Suite 900 Arlington VA 22202																					

COVERAGES CERTIFICATE NUMBER: 17-18 CGL MASTER REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42SBWBW2859	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 1000000												
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000												
							MED EXP (Any one person) \$ 10000												
							PERSONAL & ADV INJURY \$ 1000000												
							GENERAL AGGREGATE \$ 2000000												
							PRODUCTS - COMP/OP AGG \$ 2000000												
							Employee Benefits \$ 1,000,000												
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42SBWBW2859	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$												
							BODILY INJURY (Per person) \$												
							BODILY INJURY (Per accident) \$												
							PROPERTY DAMAGE (Per accident) \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			42SBWBW2859	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 5,000,000												
							AGGREGATE \$ 5,000,000												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	42WBGNK2871	2/1/2017	2/1/2018	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 500,000</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000
PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT		\$ 500,000																	
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																	
E.L. DISEASE - POLICY LIMIT		\$ 500,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional association for infection preventionists.

CERTIFICATE HOLDER

State of NH
 DHHS
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 John Koegel/MCP

APIC Mission Statement

Vision: Healthcare without infection

Mission: Create a safer world through prevention of infection

The healthcare system has reached a critical juncture between patient safety, infection prevention, and quality of care. Significant changes in where care is and will be delivered are central issues. These changes represent an unprecedented opportunity for infection preventionists to accelerate progress toward the elimination of healthcare-associated infections (HAIs).

APIC leaders believe this is the right time to commit to an uncompromising vision and organize the association's mission and goals around a plan to advance toward *healthcare without infection*.

We propose to advance our mission to create a safer world through the prevention of infection and embrace this bold direction through patient

Consolidated Financial Statements, Supplemental
Schedule of Expenditures of Federal Awards and Reports
of Independent Certified Public Accountants

**Association for Professionals in Infection Control
and Epidemiology, Inc. and Affiliates**

December 31, 2014 and 2013

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Report of Independent Certified Public Accountants

To the Board of Directors
Association for Professionals in Infection
Control and Epidemiology, Inc. and Affiliates

Grant Thornton LLP
757 Third Avenue, 9th Floor
New York, NY 10017
T 212.599.0100
F 212.370.4520
GrantThornton.com
[linkd.in/GrantThorntonUS](https://www.linkedin.com/company/grant-thornton-us)
twitter.com/GrantThorntonUS

We have audited the accompanying consolidated financial statements of the Association for Professionals in Infection Control and Epidemiology, Inc. and Affiliates (collectively, "APIC"), which comprise the consolidated statements of financial position as of December 31, 2014 and 2013, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to APIC's preparation and fair presentation of the consolidated 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 APIC'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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Association for Professionals in Infection Control and Epidemiology, Inc. and Affiliates as of December 31, 2014 and 2013, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidated schedule of expenditures of federal awards, as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The consolidating statements of financial position, consolidating statements of activities, consolidated schedules of support and revenue, consolidated schedules of expenses by functional classification and consolidated schedules of expenses by natural classification are also presented for purposes of additional analysis and are also not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other reporting required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report, dated October 30, 2015, on our consideration of APIC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering APIC's internal control over financial reporting and compliance.

Grant Thornton LLP

New York, New York
October 30, 2015

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Statements of Financial Position

As of December 31, 2014 and 2013

	2014	2013
Assets		
Current assets:		
Cash and cash equivalents	\$ 4,435,284	\$ 5,388,953
Marketable securities	5,215,726	4,039,630
Accounts receivable, net of allowance of approximately \$67,000 and \$155,000 in 2014 and 2013, respectively	1,228,936	881,361
Inventories	114,368	66,531
Prepaid expenses	571,383	460,672
	11,565,697	10,837,147
Property and equipment:		
Leasehold improvements	946,509	946,509
Computer equipment	1,149,034	973,779
Office equipment and furniture	275,887	274,295
	2,371,430	2,194,583
Less: accumulated depreciation and amortization	1,932,558	1,760,902
	438,872	433,681
Other assets:		
Deposits	45,859	45,859
Total assets	\$ 12,050,428	\$ 11,316,687
Liabilities and Net Assets		
Current liabilities:		
Accounts payable	\$ 573,507	\$ 426,315
Accrued expenses	654,531	770,663
Deferred revenue	2,842,623	2,479,684
	4,070,661	3,676,662
Deferred rent	652,788	673,703
Total liabilities	4,723,449	4,350,365
Net assets:		
Unrestricted:		
Undesignated	6,863,100	6,511,964
Board designated	-	12,835
Total unrestricted net assets	6,863,100	6,524,799
Temporarily restricted	433,879	411,523
Permanently restricted	30,000	30,000
Total net assets	7,326,979	6,966,322
Total liabilities and net assets	\$ 12,050,428	\$ 11,316,687

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

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Statement of Activities
For the year ended December 31, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Support and revenues:				
Conferences and educational courses	\$ 4,793,414	\$ -	\$ -	\$ 4,793,414
Examination and certification fees	569,934	-	-	569,934
Publications and educational products	3,123,871	-	-	3,123,871
Membership dues and fees	2,562,717	-	-	2,562,717
Grants	620,633	-	-	620,633
Miscellaneous income	5,364	-	-	5,364
Consulting income	706,191	-	-	706,191
Contributions	334	6,900	-	7,234
Net assets released from restrictions	4,315	(4,315)	-	-
Total support and revenues	12,386,773	2,585	-	12,389,358
Expenses:				
Program services:				
Conferences, educational courses and services	3,762,541	-	-	3,762,541
Publications and educational products	1,763,071	-	-	1,763,071
Professional practice	946,406	-	-	946,406
Grant programs	620,633	-	-	620,633
Examination and certification expenses	523,215	-	-	523,215
Program support - APIC research	4,315	-	-	4,315
Total program services	7,620,181	-	-	7,620,181
Supporting services:				
General and administrative	2,853,897	-	-	2,853,897
Membership development	837,439	-	-	837,439
Board governance	917,568	-	-	917,568
Total supporting services	4,608,904	-	-	4,608,904
Total expenses	12,229,085	-	-	12,229,085
Change in net assets before investment return	157,688	2,585	-	160,273
Investment return	180,613	19,771	-	200,384
Change in net assets	338,301	22,356	-	360,657
Net assets, beginning of the year	6,524,799	411,523	30,000	6,966,322
Net assets, end of the year	\$ 6,863,100	\$ 433,879	\$ 30,000	\$ 7,326,979

The accompanying notes are an integral part of this consolidated financial statement.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Statement of Activities
For the year ended December 31, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Support and revenues:				
Conferences and educational courses	\$ 4,508,146	\$ -	\$ -	\$ 4,508,146
Examination and certification fees	571,079	-	-	571,079
Publications and educational products	3,047,173	-	-	3,047,173
Membership dues and fees	2,535,862	-	-	2,535,862
Grants	73,010	-	-	73,010
Miscellaneous income	2,195	-	-	2,195
Consulting income	303,744	-	-	303,744
Contributions	100	19,822	-	19,922
Net assets released from restrictions	3,152	(3,152)	-	-
Total support and revenues	<u>11,044,461</u>	<u>16,670</u>	<u>-</u>	<u>11,061,131</u>
Expenses:				
Program services:				
Conferences, educational courses and services	3,440,630	-	-	3,440,630
Publications and educational products	1,637,288	-	-	1,637,288
Professional practice	911,484	-	-	911,484
Grant programs	73,010	-	-	73,010
Examination and certification expenses	371,825	-	-	371,825
Program support - APIC research	3,153	-	-	3,153
Total program services	<u>6,437,390</u>	<u>-</u>	<u>-</u>	<u>6,437,390</u>
Supporting services:				
General and administrative	2,771,372	-	-	2,771,372
Membership development	851,678	-	-	851,678
Board governance	804,016	-	-	804,016
Total supporting services	<u>4,427,066</u>	<u>-</u>	<u>-</u>	<u>4,427,066</u>
Total expenses	<u>10,864,456</u>	<u>-</u>	<u>-</u>	<u>10,864,456</u>
Change in net assets before investment return	180,005	16,670	-	196,675
Investment return	504,397	67,352	-	571,749
Change in net assets	684,402	84,022	-	768,424
Net assets, beginning of the year	5,840,397	327,501	30,000	6,197,898
Net assets, end of the year	<u>\$ 6,524,799</u>	<u>\$ 411,523</u>	<u>\$ 30,000</u>	<u>\$ 6,966,322</u>

The accompanying notes are an integral part of this consolidated financial statement.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Statements of Cash Flows

For the years ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 360,657	\$ 768,424
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Realized gains on marketable securities	(65,054)	(9,926)
Unrealized losses (gains) on marketable securities	60,621	(481,454)
Bad debt (recoveries) expense	(83,651)	43,935
Depreciation and amortization	171,656	166,717
Changes in operating assets and liabilities:		
Accounts receivable	(263,924)	60,884
Inventories	(47,837)	(18,953)
Prepaid expenses	(110,711)	(198,646)
Accounts payable	147,192	(52,828)
Accrued expenses	(116,132)	152,972
Deferred revenue	362,939	326,702
Deferred rent	(20,915)	16,398
Net cash provided by operating activities	<u>394,841</u>	<u>774,225</u>
Cash flows from investing activities		
Purchases of property and equipment	(176,847)	(34,457)
Purchases of marketable securities	(1,932,404)	(205,235)
Proceeds from sales of marketable securities	760,741	160,041
Net cash used for investing activities	<u>(1,348,510)</u>	<u>(79,651)</u>
Net (decrease) increase in cash and cash equivalents	(953,669)	694,574
Cash and cash equivalents - beginning	<u>5,388,953</u>	<u>4,694,379</u>
Cash and cash equivalents - ending	<u>\$ 4,435,284</u>	<u>\$ 5,388,953</u>

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

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements
For the years ended December 31, 2014 and 2013

NOTE A - NATURE OF OPERATIONS

Association for Professionals in Infection Control and Epidemiology, Inc. (APIC) has been in existence since 1972 and is a tax-exempt corporation governed by a Board of Directors elected by its over 15,000 members. APIC members include nurses, physicians, medical technologists, consultants, educators, and researchers in the field of infection control and epidemiology.

APIC has chartered 117 Chapters to provide local resources for members. The chapters are not required to be consolidated or combined and their activity is not reflected in these financial statements. APIC also created two affiliate organizations – the Certification Board of Infection Control and Epidemiology, Inc. (CBIC) in 1981, and APIC Consulting Services, Inc. (ACSI) in 2008.

APIC's purpose is to influence, support, and improve the quality of health care through the practice and management of infection control and the application of epidemiology in all health settings. APIC is committed to improving patient care, preventing adverse outcomes, and to minimizing occupational hazards associated with the delivery of health care. APIC research funds grants for infection control research and is committed to improve the quality, value and cost effectiveness of health care and evaluating the efficiency of infection control practices.

ACSI is an organization designed to help healthcare facilities solve their biggest and most urgent infection-related issues. ACSI's vast resources allow it to quickly mobilize the nation's leading infection control experts and tackle larger projects that individual healthcare facilities or small consulting firms cannot. ACSI is a wholly-owned for-profit subsidiary of APIC.

CBIC's purpose is to improve and maintain the quality of the practitioner in infection control, and to develop, administer, and supervise the certification program in the field of infection control.

CBIC's major sources of revenue are examination and recertification fees. CBIC primarily conducts its management, testing and administrative operations at the executive office in Milwaukee, Wisconsin. The examinations are primarily computer based tests administered nationally and internationally.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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 the 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.

Basis of Presentation and Consolidation

The consolidated financial statements include the accounts and transactions of APIC and its affiliates CBIC and ACSI (together, the Organization). All material intercompany transactions and balances have been eliminated in consolidation.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued
For the years ended December 31, 2014 and 2013

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Tax Status

Under provisions of the Internal Revenue Code Section 501(c)(3), and applicable state regulations, APIC is exempt from income taxes. For financial statement purposes, APIC is required to record a liability for any income tax position taken which does not meet the minimum thresholds of "more likely than not" to be successful under regulatory challenge. No provision for income taxes has been recorded in for tax years ended December 31, 2014 and 2013 since management believes there is no material unrelated business income or material uncertain tax positions requiring the recognition of a liability.

CBIC has been granted exemption by the Internal Revenue Service (IRS) from federal income taxes under Section 501(c)(6) of the Internal Revenue Code. CBIC is required to report unrelated business income to the IRS. CBIC did not have any material unrelated business income tax expense for the years ended December 31, 2014 and 2013.

APIC's and CBIC's informational returns are subject to examination by the appropriate taxing jurisdictions. APIC's and CBIC's informational returns generally remain open for the last four years.

ACSI is subject to federal and state income taxes on its net taxable income. ACSI accounts for federal and state income taxes using the liability method, under which deferred tax assets or liabilities are recognized based on temporary differences between the financial statement and tax basis of assets and liabilities using the currently enacted tax rates.

Differences between the effective tax rate and the federal statutory rate of 35% are primarily attributable to state income taxes and the recognition of a valuation allowance on net operating loss carryforwards and other deferred tax assets. The deferred tax asset attributable to temporary differences as of December 31, 2014 and 2013, are offset by a valuation allowance in a corresponding amount. No benefit has been recorded for the amount of these operating loss carryforwards.

No provision for federal or state income taxes has been recorded, as ACSI has incurred cumulative net operating losses since inception. As of December 31, 2014 and 2013, ACSI had net operating losses of approximately \$1,000 and \$136,000, respectively, available to reduce further federal and state income taxes, if any.

Basis of Accounting

The Organization reports its transactions on the accrual basis of accounting. Under this method of accounting, revenues and expenses are recognized in the period in which they are earned and incurred, respectively. Amounts received and amounts paid in advance of the period for which they relate are deferred until earned and incurred, respectively.

Contributions

Gifts received are recognized as unrestricted unless the donor has specifically limited the use of the donation, or unless a multi-year pledge is received. The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. 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 are reported in the statement of activities as net assets released from restrictions. However, if a restriction is fulfilled in the same time period in which the contribution is received, the Organization reports the support as unrestricted.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued
For the years ended December 31, 2014 and 2013

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Cash and Cash Equivalents

All highly liquid investments with initial maturities of three months or less when purchased are considered cash equivalents. Financial instruments which potentially subject the Organization to concentrations of credit risk consist principally of cash and marketable securities. The Organization places its cash in highly rated financial institutions, which are continually reviewed by senior management for financial stability. The Organization has not experienced any losses in such accounts and believes that its cash is not exposed to significant credit risk.

Marketable Securities

The Organization carries investments in marketable securities with readily determinable fair values at their fair value in the accompanying consolidated statements of financial position. The Organization considers investments in mutual funds and exchange traded and closed end funds to be sufficiently diversified to minimize individual investment and industry concentration risks. However all investments are subject to the risks of the securities markets as a whole. Unrealized and realized gains and losses are included in the accompanying consolidated statements of activities.

Purchases and sales of securities are reflected on a trade-date basis. Gains and losses on sales of securities are based on average cost and are recorded in the consolidated statements of activities in the period in which the securities are sold. Dividends are accrued based on the ex-dividend date. Interest is recognized as earned.

All investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the consolidated statements of financial position.

Accounts Receivable

Accounts receivable consists primarily of amounts due from the sale of publications, advertising, exhibit space, convention registrations and certification exam registrations. The allowance method is used to determine the uncollectible amounts. The allowance is based upon prior years' experience and management's analysis of subsequent collections.

Inventories

Inventories consist of publications and custom lapel pins and are stated at the lower of replacement cost, estimated net realizable value, or market value, using the first-in first-out method.

Property and Equipment

Property and equipment are stated at cost. The Organization capitalizes all expenditures for property and equipment over \$1,000. Depreciation and amortization are provided utilizing the straight-line method over the shorter of the estimated useful lives of the assets (3-5 years) or over the life of the lease for leasehold improvements, whichever is shorter. When assets are sold or otherwise disposed of, the asset and related accumulated depreciation and amortization are removed from the accounts, and any remaining gain or loss is included in operations. Repairs and maintenance are charged to expense when incurred. For the years ended December 31, 2014 and 2013 depreciation and amortization expense amounted to \$171,656 and \$166,717, respectively.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued
For the years ended December 31, 2014 and 2013

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Investments in Affiliates

Accounting principles generally accepted in the United States of America (GAAP) require the equity method of accounting be used for investments in affiliates where the Organization's interest is between 20 and 50 percent. According to GAAP, investments in subsidiaries where the Organization's interest exceeds 50 percent should generally be consolidated.

Deferred Revenue and Revenue Recognition

Deferred revenue consists of educational and conference course registrations, grants, membership dues and fees for examinations received in advance. The Organization recognizes grant revenues when the related expenditures are incurred. All unexpended grants at year-end are deferred and recognized when the related expenditures occur. Membership dues are recognized on a pro-rata basis over the annual membership period. Examination fees are not recognized until the examination is administered. The Organization recognizes the examination application processing fee as revenue immediately upon submission of application instead of upon completion of examination. The processing fee represents a portion of the total examination fee and is non-refundable. Education and conference course registrations are not recognized as revenues until the completion of the event. The Organization recognizes revenues from publications and educational products at the time the products are shipped to the customer. Revenues from consulting services are recognized when services are completed and billed.

Deferred Rent

A deferred rent liability has been recorded to reflect the benefit of lease incentives included in the office space lease. The benefits of these incentives, including free rent and a tenant improvement allowance, will be recognized on a straight-line basis over the term of the lease.

Unrestricted Net Assets

Unrestricted net assets are available for use in general operations.

Unrestricted - board designated net assets consist of net assets designated by the Board for specific purposes.

Temporarily Restricted Net Assets

Temporarily restricted net assets consist of assets that are subject to donor restrictions. The Organization is permitted to use up or expend the donated assets in accordance with the donor restrictions.

Permanently Restricted Net Assets

Permanently restricted net assets consist of assets whose use is limited by donor-imposed restrictions that neither expire with the passage of time nor can be fulfilled or otherwise removed by action of the Organization, however permit the Organization to expend the income generated in accordance with the provisions of the agreement.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued

For the years ended December 31, 2014 and 2013

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Donated Services

Donated services are recognized if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Organization. Volunteers provide content expertise, lead workshops, conceive, write and edit educational materials and provide other invaluable services to the Organization throughout the year that are not recognized as contributions in the financial statements since the recognition criteria are not met.

No amounts have been reflected in the financial statements for donated services. The Organization generally pays for services requiring specific expertise. However, many individuals volunteer their time to perform a variety of tasks and assist the Organization with various committee assignments.

Risks and Uncertainties

The success of the Organization is based on retaining the financial support of existing members, the success of the annual conference and continued sales of publications, educational products, and courses. The Organization believes it can continue to retain existing members and continually evaluates its conference plans and products offered to members.

Functional Allocation of Expenses

The costs of providing the various programs and services have been summarized on a functional basis in the accompanying consolidated statements of activities. Accordingly, certain costs have been allocated to the program and supporting services benefited based on labor distribution and the level of effort expended to the respective program.

Fair Value Measurements

ASC 820, *Fair Value Measurements*, establishes a framework for measuring fair value and expands disclosures about fair value measurements. This guidance only applies when the fair value measurement of assets and liabilities is required or permitted.

Subsequent Events

Subsequent events were evaluated through October 30, 2015, which is the date the financial statements were available to be issued. There were no events that require adjustments to or disclosure in the consolidated financial statements.

Reclassifications

Certain reclassifications have been made to the December 31, 2013 consolidated financial statements to conform to the December 31, 2014 presentation. Such reclassifications did not change total assets, liabilities, revenues and expenses or changes in net assets reflected in the 2013 consolidated financial statements.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued
For the years ended December 31, 2014 and 2013

NOTE C - MARKETABLE SECURITIES

The Organization's marketable securities are recorded at fair value as summarized below as of December 31:

	<u>2014</u>	<u>2013</u>
Mutual funds	\$ 2,939,635	\$ 1,854,856
Exchange traded and closed end funds	2,196,606	2,080,266
Money market funds	<u>79,485</u>	<u>104,508</u>
Total	<u>\$ 5,215,726</u>	<u>\$ 4,039,630</u>

The following schedule summarizes the investment return for the years ended December 31:

	<u>2014</u>	<u>2013</u>
Investment income	\$ 241,785	\$ 119,693
Unrealized (losses) gains	(60,621)	481,454
Realized gains	65,054	9,926
Investment fees	<u>(45,834)</u>	<u>(39,324)</u>
Total investment return, net of fees	<u>\$ 200,384</u>	<u>\$ 571,749</u>

NOTE D - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of amounts restricted for infection control research and practices, along with investment earnings from donor restricted endowment funds and totaled \$433,879 and \$411,523 as of December 31, 2014 and 2013, respectively.

NOTE E - PERMANENTLY RESTRICTED NET ASSETS

Permanently restricted net assets consist of funds received as of December 31, 2014 and 2013 that are to be maintained in perpetuity.

In accordance with ASC 958, *Not-for-Profit Entities*, APIC treats all donor restricted endowment funds as permanently restricted net assets. The endowment fund is invested in a certificate of deposit separate from all other accounts held by the Organization. The returns on the endowment fund invested have been included in investment income in the accompanying consolidated statements of activities. For the years ended December 31, 2014 and 2013, investment income earned on the endowment funds was \$112 and \$241, respectively.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued

For the years ended December 31, 2014 and 2013

NOTE E - PERMANENTLY RESTRICTED NET ASSETS - Continued

The Organization received funds from Clorox Corporation to partially fund the costs of the William A. Rutala Research Award. The earnings are used to fund a stipend to the recipient of \$1,000. The \$30,000 principal is used to generate interest income to fund the award and cannot be used for other purposes. When earnings are insufficient to fund the stipend, the Organization pays the amount from unrestricted funds. The funds are invested in accordance with the investment policies of the Organization. The balance of endowment funds was \$37,445 and \$37,333 as of December 31, 2014 and 2013, respectively, only the corpus of which is included as permanently restricted net assets in the accompanying consolidated statements of financial position.

As of December 31, 2014 and 2013, the Organization had board designated endowment funds of \$0- and \$12,835, respectively.

NOTE F - CONTRACT SERVICES

The Organization, through CBIC, contracted with Prometric to provide examination services during 2014. In 2013, CBIC contracted with Applied Measurement Professionals, Inc. (AMP) to provide examination services. CBIC also entered into a contract with Executive Director, Inc. (EDI) to provide management services.

Management services include administrative and executive office management, monthly financial services, recertification processing, candidate database services, publication development, examination marketing, and meeting support, planning, and management. Management fees for the years ended December 31, 2014 and 2013 totaled \$242,602 and \$175,342, respectively, and have been allocated between examination and certification expenses, and general and administrative expenses in the consolidated statements of activities.

Examination services include examination and Self-Assessment Recertification Exam (SARE) development and computer-based administration, scoring, analysis, and reporting of examinations. The examination agreement expires on December 31, 2014. Examination fees for the years ended December 31, 2014 and 2013 totaled \$127,114 and \$153,492, respectively, and are included in examination and certification expenses in the accompanying consolidated statements of activities.

Prometric accounted for approximately 19% of CBIC's total expenses for the year ended December 31, 2014, while AMP accounted for approximately 28% of CBIC's total expenses for the year ended December 31, 2013. EDI accounted for approximately 35% and 32% of CBIC's total expenses for the year ended December 31, 2014 and 2013, respectively.

Prometric accounted for approximately 89% of CBIC's total accounts payable for the year ended December 31, 2014, while AMP accounted for approximately 69% of CBIC's total accounts payable for the year ended December 31, 2013.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued
For the years ended December 31, 2014 and 2013

NOTE G - LEASES

Through APIC, the Organization has an operating lease for office space. In April 2010, a second amendment to the lease became effective which extended the lease through August 2021. As of December 31, 2014, future minimum lease payments required under the operating lease are as follows:

2015	\$	725,923
2016		747,548
2017		766,237
2018		785,392
2019		805,027
Thereafter		<u>1,387,278</u>
Total	\$	<u>5,217,405</u>

Rent expense for all operating leases totaled \$755,045 and \$706,909 for the years ended December 31, 2014 and 2013, respectively.

NOTE H - DEFERRED COMPENSATION PLANS

The Organization has a qualified employee benefit plan under Section 401(k) of the Internal Revenue Code covering all eligible employees. Eligibility for participation requires employees to have at least 1 year of service and be at least 18 years of age. Employees can make contributions of their compensation, subject to Internal Revenue Code limitations. The Organization matches 100% of the first 4% of each employee's contribution. The Organization may also make discretionary contributions to the plan for the benefit of the participants at the end of the plan year based upon achieved versus budgeted results of operations. No discretionary contributions were made in 2014 and 2013. Total contributions to the plan by the Organization for the years ended December 31, 2014 and 2013 were \$273,989 and \$230,277, respectively.

The Organization has a non-qualified Section 457 retirement plan for its executive director. Total expense relating to this plan for the years ended December 31, 2014 and 2013 was \$9,923 and \$9,654, respectively.

NOTE I - COMMITMENTS AND CONTINGENCIES

The Organization has contracts with various hotels and conference centers related to the annual conferences it plans to hold over the next five years. These contracts have various cancellation clauses. Accordingly, as the conference dates approach, the Organization's liability under these contracts increases, subject to the other party's ability to fulfill the commitments made by the Organization.

The Organization is involved in certain legal proceedings and is subject to certain lawsuits and claims in the ordinary course of its business. Although the ultimate effect of these matters is often difficult to predict, management believes that their resolution will not have a material adverse effect on the Organization's consolidated financial statements.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued

For the years ended December 31, 2014 and 2013

NOTE J - FAIR VALUE MEASUREMENTS

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants, as of the measurement date. Authoritative guidance establishes a hierarchy of valuation techniques based upon whether the inputs to those valuation techniques reflect assumptions other market participants would use based upon market data obtained from independent sources (also referred to as observable inputs). The following summarizes the fair value hierarchy:

- Level 1 Quoted prices in active markets that are unadjusted and accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices for identical assets and liabilities in markets that are not active, quoted prices for similar assets and liabilities in active markets or financial instruments for which significant observable inputs are available, either directly or indirectly such as interest rates and yield curves that are observable at commonly quoted intervals; and
- Level 3 Prices or valuations that require inputs that are unobservable.

Items Measured at Fair Value on a Recurring Basis

The Organization's financial assets and liabilities that are reported at fair value on a recurring basis in the accompanying consolidated statements of financial position as of December 31 were as follows:

	2014			
	<u>Fair Value Measurements</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Mutual funds	\$ 2,939,635	\$ -	\$ -	\$ 2,939,635
Exchange traded and closed end funds	2,196,606	-	-	2,196,606
	<u>\$ 5,136,241</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,136,241</u>

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Consolidated Financial Statements - Continued

For the years ended December 31, 2014 and 2013

NOTE J - FAIR VALUE MEASUREMENTS - Continued

	2013			
	<u>Fair Value Measurements</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Mutual funds	\$ 1,854,856	\$ -	\$ -	\$ 1,854,856
Exchange traded and closed end funds	<u>2,080,266</u>	<u>-</u>	<u>-</u>	<u>2,080,266</u>
	<u>\$ 3,935,122</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,935,122</u>

SUPPLEMENTARY SCHEDULES

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**
Consolidating Statement of Financial Position
As of December 31, 2014

	Association for Professionals in Infection Control and Epidemiology, Inc.	Certification Board of Infection Control and Epidemiology, Inc.	APIC Consulting Services, Inc.	Consolidating Entries	APIC Consolidated
Assets					
Current assets:					
Cash and cash equivalents	\$ 4,376,396	\$ 47,338	\$ 11,550	\$ -	\$ 4,435,284
Marketable securities	3,832,471	1,383,255	-	-	5,215,726
Accounts receivable, net of allowance of approximately \$67,000	847,312	2,400	379,224	-	1,228,936
Inventories	112,294	2,074	-	-	114,368
Due from affiliates	301,617	-	-	(301,617)	-
Prepaid expenses	545,566	16,004	9,813	-	571,383
	<u>10,015,656</u>	<u>1,451,071</u>	<u>400,587</u>	<u>(301,617)</u>	<u>11,565,697</u>
Property and equipment:					
Leasehold improvements	946,509	-	-	-	946,509
Computer equipment	1,149,034	-	-	-	1,149,034
Office equipment and furniture	273,035	2,852	-	-	275,887
	<u>2,368,578</u>	<u>2,852</u>	<u>-</u>	<u>-</u>	<u>2,371,430</u>
Less: accumulated depreciation and amortization	1,930,546	2,012	-	-	1,932,558
	<u>438,032</u>	<u>840</u>	<u>-</u>	<u>-</u>	<u>438,872</u>
Other assets:					
Investment in affiliate	5,000	-	-	(5,000)	-
Deposits	45,859	-	-	-	45,859
	<u>50,859</u>	<u>-</u>	<u>-</u>	<u>(5,000)</u>	<u>45,859</u>
Total assets	<u>\$ 10,504,547</u>	<u>\$ 1,451,911</u>	<u>\$ 400,587</u>	<u>\$ (306,617)</u>	<u>\$ 12,050,428</u>
Liabilities and Net Assets					
Current liabilities:					
Accounts payable	\$ 478,595	\$ 29,754	\$ 65,158	\$ -	\$ 573,507
Accrued expenses	650,531	-	4,000	-	654,531
Due to affiliate	-	-	301,617	(301,617)	-
Deferred revenue	2,740,613	62,520	39,490	-	2,842,623
	<u>3,869,739</u>	<u>92,274</u>	<u>410,265</u>	<u>(301,617)</u>	<u>4,070,661</u>
Deferred rent	652,788	-	-	-	652,788
Total liabilities	<u>4,522,527</u>	<u>92,274</u>	<u>410,265</u>	<u>(301,617)</u>	<u>4,723,449</u>
Net Assets:					
Unrestricted:					
Undesignated	5,518,141	1,359,637	-	(14,678)	6,863,100
Common stock	-	-	5,000	(5,000)	-
Retained earnings	-	-	(14,678)	14,678	-
Temporarily restricted	433,879	-	-	-	433,879
Permanently restricted	30,000	-	-	-	30,000
Total net assets	<u>5,982,020</u>	<u>1,359,637</u>	<u>(9,678)</u>	<u>(5,000)</u>	<u>7,326,979</u>
Total liabilities and net assets	<u>\$ 10,504,547</u>	<u>\$ 1,451,911</u>	<u>\$ 400,587</u>	<u>\$ (306,617)</u>	<u>\$ 12,050,428</u>

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidating Statement of Financial Position

As of December 31, 2013

	Association for Professionals in Infection Control and Epidemiology, Inc.	Certification Board of Infection Control and Epidemiology, Inc.	APIC Consulting Services, Inc.	Consolidating Entries	APIC Consolidated
Assets					
Current assets:					
Cash and cash equivalents	\$ 5,242,658	\$ 135,214	\$ 11,081	\$ -	\$ 5,388,953
Marketable securities	2,721,424	1,318,206	-	-	4,039,630
Accounts receivable, net of allowance of approximately \$155,000	754,416	4,313	122,632	-	881,361
Inventories	62,000	4,531	-	-	66,531
Due from affiliates	283,166	-	-	(283,166)	-
Prepaid expenses	442,232	7,924	10,516	-	460,672
	<u>9,505,896</u>	<u>1,470,188</u>	<u>144,229</u>	<u>(283,166)</u>	<u>10,837,147</u>
Property and equipment:					
Leasehold improvements	946,509	-	-	-	946,509
Computer equipment	973,779	-	-	-	973,779
Office equipment and furniture	271,443	2,852	-	-	274,295
	<u>2,191,731</u>	<u>2,852</u>	<u>-</u>	<u>-</u>	<u>2,194,583</u>
Less: accumulated depreciation and amortization	1,759,460	1,442	-	-	1,760,902
	<u>432,271</u>	<u>1,410</u>	<u>-</u>	<u>-</u>	<u>433,681</u>
Other assets:					
Investment in affiliate	5,000	-	-	(5,000)	-
Deposits	45,859	-	-	-	45,859
	<u>50,859</u>	<u>-</u>	<u>-</u>	<u>(5,000)</u>	<u>45,859</u>
Total assets	\$ 9,989,026	\$ 1,471,598	\$ 144,229	\$ (288,166)	\$ 11,316,687
Liabilities and Net Assets					
Current liabilities:					
Accounts payable	\$ 388,174	\$ 35,291	\$ 2,850	\$ -	\$ 426,315
Accrued expenses	767,663	-	3,000	-	770,663
Due to affiliate	-	-	283,166	(283,166)	-
Deferred revenue	2,429,229	50,455	-	-	2,479,684
	<u>3,585,066</u>	<u>85,746</u>	<u>289,016</u>	<u>(283,166)</u>	<u>3,676,662</u>
Deferred rent	673,703	-	-	-	673,703
Total liabilities	4,258,769	85,746	289,016	(283,166)	4,350,365
Net Assets:					
Unrestricted:					
Undesignated	5,275,899	1,385,852	-	(149,787)	6,511,964
Board designated	12,835	-	-	-	12,835
Common stock	-	-	5,000	(5,000)	-
Retained earnings	-	-	(149,787)	149,787	-
Temporarily restricted	411,523	-	-	-	411,523
Permanently restricted	30,000	-	-	-	30,000
Total net assets	5,730,257	1,385,852	(144,787)	(5,000)	6,966,322
Total liabilities and net assets	\$ 9,989,026	\$ 1,471,598	\$ 144,229	\$ (288,166)	\$ 11,316,687

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidating Statement of Activities
For the Year Ended December 31, 2014

	Association for Professionals in Infection Control and Epidemiology, Inc.	Certification Board of Infection Control and Epidemiology, Inc.	APIC Consulting Services, Inc.	Consolidating Entries	APIC Consolidated
Support and revenues:					
Conferences and educational courses	\$ 4,793,414	\$ -	\$ -	\$ -	4,793,414
Examination and certification fees	-	569,934	-	-	569,934
Publications and educational products	3,109,287	14,584	-	-	3,123,871
Membership dues and fees	2,562,717	-	-	-	2,562,717
Grants	620,633	-	-	-	620,633
Miscellaneous income	5,092	272	-	-	5,364
Consulting income	-	-	706,191	-	706,191
Contributions	6,900	334	-	-	7,234
Total support and revenues	<u>11,098,043</u>	<u>585,124</u>	<u>706,191</u>	<u>-</u>	<u>12,389,358</u>
Expenses:					
Program services:					
Conferences, educational courses and services	3,762,541	-	-	-	3,762,541
Publications and educational products	1,763,071	-	-	-	1,763,071
Professional practice	946,406	-	-	-	946,406
Grant programs	620,633	-	-	-	620,633
Examination certification expenses	-	523,215	-	-	523,215
Program support - APIC research	4,315	-	-	-	4,315
Total program services	<u>7,096,966</u>	<u>523,215</u>	<u>-</u>	<u>-</u>	<u>7,620,181</u>
Supporting services:					
General and administrative	2,118,623	164,192	571,082	-	2,853,897
Membership development	837,439	-	-	-	837,439
Board governance	917,568	-	-	-	917,568
Total supporting services	<u>3,873,630</u>	<u>164,192</u>	<u>571,082</u>	<u>-</u>	<u>4,608,904</u>
Total expenses	<u>10,970,596</u>	<u>687,407</u>	<u>571,082</u>	<u>-</u>	<u>12,229,085</u>
Change in net assets before investment return	127,447	(102,283)	135,109	-	160,273
Investment return	124,316	76,068	-	-	200,384
Change in net assets	251,763	(26,215)	135,109	-	360,657
Net assets, beginning of the year	5,730,257	1,385,852	(144,787)	(5,000)	6,966,322
Net assets, end of the year	<u>\$ 5,982,020</u>	<u>\$ 1,359,637</u>	<u>\$ (9,678)</u>	<u>\$ (5,000)</u>	<u>\$ 7,326,979</u>

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**
Consolidating Statement of Activities
For the Year Ended December 31, 2013

	Association for Professionals in Infection Control and Epidemiology, Inc.	Certification Board of Infection Control and Epidemiology, Inc.	APIC Consulting Services, Inc.	Consolidating Entries	APIC Consolidated
Support and revenues:					
Conferences and educational courses	\$ 4,508,146	\$ -	\$ -	\$ -	4,508,146
Examination and certification fees	-	571,079	-	-	571,079
Publications and educational products	3,014,616	32,557	-	-	3,047,173
Membership dues and fees	2,535,862	-	-	-	2,535,862
Grants	73,010	-	-	-	73,010
Miscellaneous income	1,952	243	-	-	2,195
Consulting income	-	-	303,744	-	303,744
Contributions	19,822	100	-	-	19,922
Total support and revenues	10,153,408	603,979	303,744	-	11,061,131
Expenses:					
Program services:					
Conferences, educational courses and services	3,440,630	-	-	-	3,440,630
Publications and educational products	1,637,288	-	-	-	1,637,288
Professional practice	911,484	-	-	-	911,484
Grant programs	73,010	-	-	-	73,010
Examination certification expenses	-	371,825	-	-	371,825
Program support - APIC research	3,153	-	-	-	3,153
Total program services	6,065,565	371,825	-	-	6,437,390
Supporting services:					
General and administrative	2,293,139	177,942	300,291	-	2,771,372
Membership development	851,678	-	-	-	851,678
Board governance	804,016	-	-	-	804,016
Total supporting services	3,948,833	177,942	300,291	-	4,427,066
Total expenses	10,014,398	549,767	300,291	-	10,864,456
Change in net assets before investment return	139,010	54,212	3,453	-	196,675
Investment return	382,794	188,955	-	-	571,749
Change in net assets	521,804	243,167	3,453	-	768,424
Net assets, beginning of the year	5,208,453	1,142,685	(148,240)	(5,000)	6,197,898
Net assets, end of the year	\$ 5,730,257	\$ 1,385,852	\$ (144,787)	\$ (5,000)	\$ 6,966,322

This schedule should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Schedules of Support and Revenue
For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Conferences and educational courses:		
Annual conference	\$ 3,583,754	\$ 3,207,945
Seminars and courses	1,209,660	1,300,201
Examination and certification fees	569,934	571,079
Total conferences and educational courses	<u>5,363,348</u>	<u>5,079,225</u>
Publications and educational products:		
Program and product development	827,442	1,026,011
Other publications and products	390,583	464,004
Advertising, royalties and other revenues	178,742	97,288
American Journal of Infection Control	723,792	786,398
Prevention Strategist and other newsletters	101,318	152,078
APIC Text of Infection Control and Epidemiology	901,994	521,394
Total publications and educational products	<u>3,123,871</u>	<u>3,047,173</u>
Membership dues and fees:		
Active and associate members	2,528,852	2,511,948
Patron members	33,865	23,914
Total membership dues and fees	<u>2,562,717</u>	<u>2,535,862</u>
General:		
Miscellaneous income	5,364	2,195
Total general	<u>5,364</u>	<u>2,195</u>
Consulting income:		
Service revenue	706,191	303,744
Total consulting income	<u>706,191</u>	<u>303,744</u>
Grants:		
Government grants	620,633	73,010
Total grants	<u>620,633</u>	<u>73,010</u>
Contributions:		
Corporate contributions	-	957
Chapter contributions	4,600	15,842
Individual contributions	2,634	3,123
Total contributions	<u>7,234</u>	<u>19,922</u>
Total support and revenues	<u>\$ 12,389,358</u>	<u>\$ 11,061,131</u>

These schedules should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Schedules of Expenses by Functional Classification
For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Conferences and educational courses:		
Annual conference	\$ 2,290,705	\$ 2,030,234
Seminars and courses	1,471,836	1,410,396
Examination certification expenses	523,215	371,825
Total conferences and educational courses	<u>4,285,756</u>	<u>3,812,455</u>
Publications and educational products:		
Program and product development	505,658	511,963
Other publications and products	557,723	529,710
Prevention Strategist and other newsletters	95,360	158,795
American Journal of Infection Control	350,734	344,684
APIC Text of Infection Control and Epidemiology	253,596	92,136
Total publications and educational products	<u>1,763,071</u>	<u>1,637,288</u>
Professional practice:		
Public policy	579,180	571,541
Practice guidance	332,388	304,521
International affairs	34,838	35,422
Total professional practice	<u>946,406</u>	<u>911,484</u>
Grant programs	<u>620,633</u>	<u>73,010</u>
Program support - APIC Research	<u>4,315</u>	<u>3,153</u>
General and administrative:		
General and administrative	2,147,911	2,029,505
Market development	705,986	741,867
Total general and administrative	<u>2,853,897</u>	<u>2,771,372</u>
Membership development	<u>837,439</u>	<u>851,678</u>
Board governance	<u>917,568</u>	<u>804,016</u>
Total expenses	<u>\$ 12,229,085</u>	<u>\$ 10,864,456</u>

These schedules should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Consolidated Schedules of Expenses by Natural Classification
For the Years Ended December 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Audio visual	\$ 442,203	\$ 412,541
Awards	13,031	17,690
Bad debt (recoveries) expense	(83,651)	43,935
Bank charges	262,361	251,056
Copying	18,902	15,524
Cost of resale items	58,326	215,512
Depreciation and amortization	171,656	173,506
Dues	13,354	5,137
Evaluations	6,868	2,600
Facility rental	439,159	218,953
Food and beverage	990,345	861,892
Honoraria	393,739	266,953
Insurance	81,724	60,856
Editorial fees	176,713	187,509
Marketing, advertising and recruitment	156,379	120,528
Miscellaneous	59,212	17,879
Network and website administration	520,401	347,542
Office rental	755,045	706,909
Postage	124,855	118,147
Printing	540,769	360,177
Professional services	1,301,296	1,048,258
Registration services	54,960	24,471
Salaries	4,098,198	3,754,494
Employee benefits	787,960	788,904
Supplies	35,756	22,389
Telephone	68,514	73,795
Temporary help	69,487	59,664
Travel	671,523	687,635
	<u>671,523</u>	<u>687,635</u>
Total expenses	<u>\$ 12,229,085</u>	<u>\$ 10,864,456</u>

These schedules should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

FEDERAL SINGLE AUDIT SECTION

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2014

Federal Grantor; Pass through-Grantor; Program Title	Federal CFDA Number	Federal Award Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through Health Research & Educational Trust:		
National Research Services Awards - Health Services Research Training	93.225	\$ 620,633
Total U.S. Department of Health and Human Services		620,633
TOTAL FEDERAL AWARDS EXPENDED		\$ 620,633

The accompanying notes to schedule of expenditures of federal awards should be read in conjunction to this schedule.

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended December 31, 2014

NOTE A – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards has been prepared on the accrual basis consistent with the preparation of the consolidated financial statements. Information included in the Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

NOTE B - OTHER FEDERAL ASSISTANCE

APIC did not receive other federal assistance in the form of insurance, loans, or loan guarantees. In addition, APIC did not provide federal awards to subrecipients for the year ended December 31, 2014.



**Report of Independent Certified Public Accountants on
Internal Control Over Financial Reporting and on
Compliance and Other Matters Required by
Government Auditing Standards**

Grant Thornton LLP
757 Third Avenue, 9th Floor
New York, NY 10017
T 212.599.0100
F 212.370.4520
GrantThornton.com
[linkd.in/GrantThorntonUS](https://www.linkedin.com/company/grantthorntonus)
twitter.com/GrantThorntonUS

To the Board of Directors of
Association for Professionals in Infection
Control and Epidemiology, Inc. and Affiliates

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of the Association for Professionals in Infection Control and Epidemiology, Inc. and Affiliates (collectively, "APIC"), which comprise the consolidated statement of financial position as of December 31, 2014, and the related consolidated statements of activities and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 30, 2015.

Internal control over financial reporting

In planning and performing our audit of the consolidated financial statements, we considered APIC's internal control over financial reporting ("internal control") to design audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of internal control. Accordingly, we do not express an opinion on the effectiveness of APIC's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of APIC's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in APIC's internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and other matters

As part of obtaining reasonable assurance about whether APIC's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Intended purpose

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of APIC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering APIC's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

New York, New York
October 30, 2015



**Report of Independent Certified Public Accountants on
Compliance for Each Major Federal Program and on
Internal Control Over Compliance Required by
OMB Circular A-133**

Grant Thornton LLP
757 Third Avenue, 9th Floor
New York, NY 10017
T 212.599.0100
F 212.370.4520
GrantThornton.com
[linkd.in/GrantThorntonUS](https://www.linkedin.com/company/grantthorntonus)
twitter.com/GrantThorntonUS

To the Board of Directors of
Association for Professionals in Infection
Control and Epidemiology, Inc. and Affiliates

Report on compliance for each major federal program

We have audited the compliance of the Association for Professionals in Infection Control and Epidemiology, Inc. and Affiliates (collectively, "APIC") with the types of compliance requirements described in the U.S. Office of Management and Budget's *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on its major federal program for the year ended December 31, 2014. APIC's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to APIC's federal program.

Auditor's responsibility

Our responsibility is to express an opinion on compliance for APIC's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards general accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.

The above-mentioned standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about APIC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for its major federal program. However, our audit does not provide a legal determination of APIC's compliance.

Opinion on major federal program

In our opinion, APIC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2014.

Report of internal control over compliance

Management of APIC is responsible for designing, implementing, and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered APIC's internal control over compliance with the types of compliance requirements that could have a direct and material effect on its major federal program to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of APIC's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance, is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in APIC's internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this Report on Internal Control over Compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Grant Thornton LLP

New York, New York
October 30, 2015

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Schedule of Findings and Questioned Costs
For the year ended December 31, 2014

SECTION I – SUMMARY OF AUDITORS' RESULTS

CONSOLIDATED FINANCIAL STATEMENTS

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

○ Material weakness(es) identified? ___ Yes ✓ No

○ Significant deficiency(ies) identified? ___ Yes ✓ None reported

Noncompliance material to consolidated financial statements noted? ___ Yes ✓ No

FEDERAL AWARDS

Internal control over the major program:

○ Material weakness(es) identified? ___ Yes ✓ No

○ Significant deficiency(ies) identified? ___ Yes ✓ None reported

Type of auditor's report issued on compliance for the major program: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133? ___ Yes ✓ No

Identification of the major program:

CFDA Number	Name of Federal Program
93.225	National Research Service Awards – Health Services Research Training

Dollar threshold used to distinguish between Type A and Type B program: \$300,000

Auditee qualified as low-risk auditee? ___ Yes ✓ No

**ASSOCIATION FOR PROFESSIONALS IN INFECTION
CONTROL AND EPIDEMIOLOGY, INC. AND AFFILIATES**

Schedule of Findings and Questioned Costs - continued

For the year ended December 31, 2014

SECTION II – FINANCIAL STATEMENT FINDINGS

- No matters were reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

- No matters were reported.

SECTION IV – SUMMARY SCHEDULE OF THE STATUS OF PRIOR YEAR AUDIT FINDINGS

APIC did not require a federal single audit in the prior year.

2016 APIC Board of Directors

President - Susan A. Dolan, RN, MS, CIC (2016)

President-Elect - Linda Greene, RN, MPS, CIC (2016)

Immediate Past President - Mary Lou Manning, PhD, CRNP, CIC, FAAN, FNAP (2016)

Secretary - Linda McKinley, RN, BSN, MPH, CIC (2017)

Treasurer - Marc-Oliver Wright, MT (ASCP), MS, CIC (2016)

Directors

Joseph Bosco III, MD (2016)

Gail Fraine, RN, BSN, MMHC, CIC (2016)

Brenda Grant, RN, BSN, MPH, CIC, CHES (2016)

Janet Haas, RN, PhD, CIC (2016)

Kim Delahanty, RN, BSN, PHN, MBA/HCM, CIC (2017)

Stan Healy, MBA, DHA (2017)

Karen Hoffmann, RN, MS, CIC, FSHEA (2017)

Ann Marie Pettis, RN, BSN, CIC (2017)

Kathy Ward, RN, BSN, MPH, CIC (2017)

Annemarie Flood, RN, BSN, MPH, CIC (2018)

Pat Metcalf Jackson, RN, MA, CIC (2018)

Ex Officio - Katrina Crist, MBA, CAE (Chief Executive Officer)

Terms expire as noted above in parenthesis after each name. The president, president-elect, and immediate past president are one year terms with the president-elect succeeding to president and then immediate past president effectively serving for three years in a president-related role.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Association for Professionals in Infection Control and Epidemiology

Name of Program/Service: New Hampshire APIC Courses

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Katrina Crist, CEO	\$377,998	0.00%	\$0.00
George Margula, EVP & CFO	\$197,000	0.00%	\$0.00
Artesha Moore, VP Membership, Tech, & Ed	\$157,350	0.00%	\$0.00
Liz Garman, VP Communications	\$149,070	0.00%	\$0.00
Lisa Tomlinson, VP Government Affairs	\$163,935	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.