



## STATE OF NEW HAMPSHIRE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
 603-271-3958 1-800-852-3345 Ext. 3958  
 Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
 Commissioner

José Thier Montero  
 Director

April 16, 2015

Her Excellency, Governor Margaret Wood Hassan  
 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 establish a list of Licensed Mental Health and Alcohol and Other Drug Use Professionals, with the ability to expand to include additional individuals and organizations licensed by the New Hampshire Board of Medicine, and certified and approved by the New Hampshire Bureau of Drug and Alcohol Services to provide outpatient mental health and/or substance abuse counseling services to clients enrolled in the New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$30,000 each State Fiscal Year for a total of \$60,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% Other Funds.

VENDOR	LOCATION
The Mental Health Center of Greater Manchester	Manchester, NH

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between state fiscal years without further approval from Governor and Executive Council, if needed and justified.

**05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Drug Rebates	90024609	\$30,000
SFY 2016	102-500731	Drug Rebates	90024609	\$30,000
			<b>Total</b>	<b>\$60,000</b>

## **EXPLANATION**

This request seeks approval for the second (2<sup>nd</sup>) of eight (8) agreements that will ensure the provisions of outpatient mental health and/or substance abuse counseling services, to New Hampshire residents living with Human Immunodeficiency Virus, statewide. Funds in this agreement will be used to pay for mental health and/or substance abuse counseling to enrolled NH Ryan White CARE Program clients on an individual, case-by-case, as needed basis. The Department intends to submit the other six (6) agreements at a later date.

The NH Ryan White CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for medical services, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS. As a recipient of federal funding, the NH Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with all service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal regulation also requires that NH Ryan White CARE Program funds be used as a "payer of last resort."

A Request for Application was posted on the Department of Health and Human Services' web site on April 8, 2014. In addition, an email was sent to eight (8) known mental health and substance abuse practices, individuals and organizations on April 4, 2014, notifying them that a Request for Application was posted. Eight applications were received.

As referenced in the Request for Applications, these Agreements have the option to extend for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should Governor and Executive Council not authorize this Request, federal regulations and monitoring standards will not be met and eligible NH residents living with HIV with immediate mental health and/or substance abuse counseling needs and without access to these services will not receive outpatient counseling services. The services in this Contract will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV related health disparities and the occurrence of negative health outcomes. The program currently provides services to approximately 450 to 500 clients statewide.

The geographic area to be served is statewide.

Source of Funds: 100% Other Funds from the Pharmaceutical Rebates.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

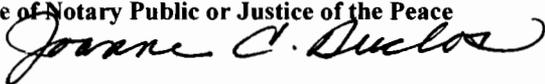
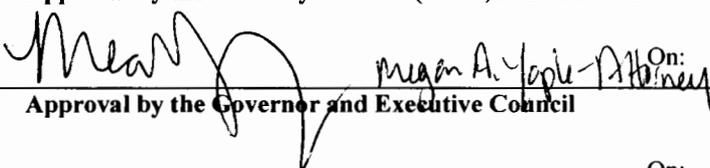
Subject: New Hampshire Ryan White CARE Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> The Mental Health Center of Greater Manchester		<b>1.4 Contractor Address</b> 401 Cypress Street Manchester , NH 03103	
<b>1.5 Contractor Phone Number</b> 603-668-4111 ext 4157	<b>1.6 Account Number</b> 05-95-90-902510-2229-530-500371	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$60,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> William Rider, President and Chief Executive Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>3/26/15</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Joanne C. Duclos, Notary Public      Commission Expires: 9/18/18			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Yopp - Attorney On: <u>5/17/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

Contractor Initials: WJR  
Date: 3/26/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: WR  
Date: 3/26/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Program Name: New Hampshire Ryan White CARE Program

##### 1.1. Purpose:

The purpose of this agreement is to provide outpatient mental health and/or substance abuse counseling services to clients enrolled in the New Hampshire Ryan White CARE Program (NH CARE Program). The goal of the NH CARE Program is to provide financial assistance for medical services, including mental health and substance abuse counseling services to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV), statewide.

#### 2. Provision of Services:

- 2.1. The Contractor shall act as a representative of the NH CARE Program to provide outpatient mental health and/or substance abuse counseling to uninsured and underinsured NH CARE Program clients.
- 2.2. The Contractor shall provide services to enrolled NH CARE Program clients only; services provided outside of enrollment periods will not be reimbursed. Refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.
- 2.3. The Contractor shall invoice the NH CARE Program for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the NH CARE Program; services shall be reimbursed at NH Medicaid rates.
- 2.4. The Contractor shall participate in an annual site visit with NH CARE Program staff.
- 2.5. The Contractor shall maximize billing to NH Medicaid and private insurance. The NH CARE Program shall be the payer of last resort and will only reimburse services for uninsured and underinsured clients.
- 2.6. The Contractor shall participate in periodic monitoring calls with the contract monitor. The contract monitor shall be the primary point of contact for all NH CARE Program questions.

#### 3. Licensing Requirements:

Mental health and substance abuse counseling providers performing services under this agreement must maintain a valid license by the New Hampshire Board of Mental Health Practice or the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals and be free from any mental or physical impairment or condition which would



## Exhibit A

preclude his/her ability to competently perform the essential functions or duties under this Agreement.

4. Mental health and substance abuse providers shall adhere to the NH CARE Program Standards of Care for Mental Health and Substance Abuse Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by HRSA:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

5. The Department of Health and Human Services reserves the right to discontinue this agreement should it discover any abridgment of the above partner agreements that jeopardize the intent of this agreement.

### 6. Entire Agreement:

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contactor. General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Method and Conditions Precedent to Payment, Exhibit C Special Provisions, Exhibit C-1 Revisions to General Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith Based Organizations and Whistleblower Protections, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict of contradiction between or among the Agreement Documents, the documents shall control in the above order of precedence.



## Exhibit B

### Method and Conditions Precedent to Payment

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Infectious Disease Control shall reimburse the Contractor for actual outpatient mental health and/or substance abuse counseling services provided by the contractor to enrolled New Hampshire (NH) CARE Program clients. Services will be reimbursed at NH Medicaid rates.
2. Price Limitation. This Agreement is one of multiple Agreements that will serve NH Ryan White CARE Program. No maximum or minimum client and service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37 for the duration of the Agreement.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The funding source for this Agreement for outpatient mental health and/or substance abuse counseling services is 100% Other Funds from the Pharmaceutical Rebates.
5. Contract mental health and/or substance abuse provider shall complete and submit an outpatient mental health and/or substance abuse counseling service, Claim invoice, due within 30 days completed invoice must be submitted to:  

NH CARE Program  
Bureau of Infectious Disease Control  
Department of Health and Human Services  
Division of Public Health  
29 Hazen Drive  
Concord, NH 03301  
Fax: 603-271-4934
6. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their outpatient services related to DHHS-funded programs and services.
7. Mental health and/or substance abuse providers are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded provider's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract.



**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;

*WTK*

*3/26/15*



- 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.



Exhibit C-1

**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.
  
3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.
  
4. **Insurance:**

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

  - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$10,000,000 per occurrence, and

*MP*

*3/26/15*



**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)

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

Contractor Name:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer



**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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3/24/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

Contractor Initials WR  
Date 3/24/15



**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

*NTR*

*3/24/15*



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 (1)(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:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

Contractor Initials WR  
Date 3/26/15



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

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

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

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

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

Exhibit G

Contractor Initials

*MTB*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer

Exhibit G

Contractor Initials WR

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

Date 3/26/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

3/26/15  
Date

William Rider  
Name: William Rider  
Title: President/Chief Executive Officer



Exhibit I

---

HEALTH INSURANCE PORTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

*MLC*

*2/24/15*



**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:

3/26/15  
Date

  
Name: William Rider  
Title: President/Chief Executive Officer



**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: 073978280
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: _____

*WML*

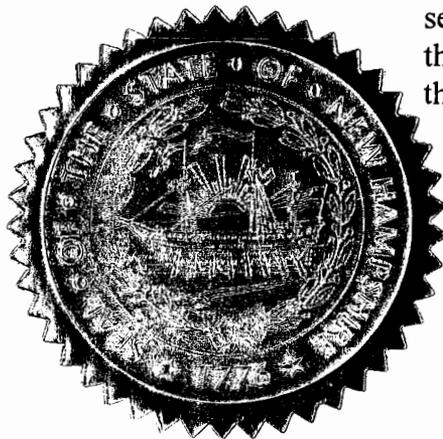
3/26/15

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 14<sup>th</sup> day of April A.D. 2014



A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

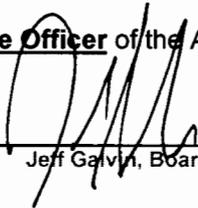
# CERTIFICATE OF VOTE

I, Jeff Galvin, do hereby certify that:

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 26, 2015:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26<sup>th</sup> day of March, 2015.
4. William Rider is the duly elected President/Chief Executive Officer of the Agency.

  
\_\_\_\_\_  
Jeff Galvin, Board Chairman

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2015,  
by Jeff Galvin.

  
\_\_\_\_\_  
Name: Joanne C. Duclos  
Title: Notary Public

Commission Expires: September 18, 2018

(NOTARY SEAL)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2015

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

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

<b>PRODUCER</b> CGI Business Insurance PO Box 1260  North Hampton NH 03862	<b>CONTACT NAME:</b> Mark Harvie, <b>PHONE (A/C No. Ext.):</b> (603) 232-9306 <b>E-MAIL ADDRESS:</b> mharvie@cgibenefitsgroup.com	<b>FAX (A/C No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Mental Health Center of Greater Manchester 401 Cypress Street Manchester NH 03103-3628	<b>INSURER A:</b> Philadelphia Insurance Company	<b>NAIC #</b> 23850
	<b>INSURER B:</b> AIM Mutual Insurance Company	<b>NAIC #</b> 33758
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 15-16 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Professional Liability</b>			PHPK1310483	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			PHPK1310483	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			PHUB493663	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC60040000298-2014A	9/12/2014	9/12/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\*Supplemental Names\*\* Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.

This Certificate is issue for insured operations usual to Mental Health Services.

**CERTIFICATE HOLDER**

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

Edward Young/KF

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

COMBINING FINANCIAL STATEMENTS

June 30, 2014

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

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June 30, 2014

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the statement of financial position as of June 30, 2014, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 17 through 21 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittel Branagan + Sargent*

St. Albans, Vermont  
October 8, 2014

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF FINANCIAL POSITION  
June 30, 2014

	<u>ASSETS</u>			
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CURRENT ASSETS</b>				
Cash	\$ 4,322,511	7,786	\$ 100,049	\$ 4,430,346
Accounts Receivable, net	3,491,324	-	-	3,491,324
Other Accounts Receivable	170,527	100,049	(135,849)	134,727
Grant Receivable	9,167	-	-	9,167
Investments	-	2,369,450	-	2,369,450
Prepaid Expenses	166,325	-	-	166,325
<b>TOTAL CURRENT ASSETS</b>	<u>8,159,854</u>	<u>2,477,285</u>	<u>(35,800)</u>	<u>10,601,339</u>
 <b>PROPERTY, PLANT AND EQUIPMENT,</b>				
Net of accumulated depreciation	<u>3,150,133</u>	<u>-</u>	<u>-</u>	<u>3,150,133</u>
 <b>TOTAL ASSETS</b>	 <u>\$ 11,309,987</u>	 <u>\$ 2,477,285</u>	 <u>\$ (35,800)</u>	 <u>\$ 13,751,472</u>
 <b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 192,705	\$ -	\$ -	\$ 192,705
Due To Affiliate	-	35,800	(35,800)	-
Accrued Payroll & Vacation, other accruals	1,869,091	4,001	-	1,873,092
Deferred Revenue	67,448	-	-	67,448
Amounts held for Patients and Other Deposits	19,776	-	-	19,776
<b>TOTAL CURRENT LIABILITIES</b>	<u>2,149,020</u>	<u>39,801</u>	<u>(35,800)</u>	<u>2,153,021</u>
 <b>EXTENDED ILLNESS LEAVE, Long term</b>	 <u>549,202</u>	 <u>-</u>	 <u>-</u>	 <u>549,202</u>
 <b>POST-RETIREMENT BENEFIT OBLIGATION</b>	 <u>64,806</u>	 <u>-</u>	 <u>-</u>	 <u>64,806</u>
 <b>NET ASSETS</b>				
Unrestricted	8,546,959	2,206,815	-	10,753,774
Permanently restricted	-	230,669	-	230,669
<b>TOTAL NET ASSETS</b>	<u>8,546,959</u>	<u>2,437,484</u>	<u>-</u>	<u>10,984,443</u>
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 <u>\$ 11,309,987</u>	 <u>\$ 2,477,285</u>	 <u>\$ (35,800)</u>	 <u>\$ 13,751,472</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Year Ended June 30, 2014

	MHCGM	Foundation	Eliminating Entries	Combined Total
<b>REVENUE AND OTHER SUPPORT</b>				
Program Service Fees	\$ 19,487,493	\$ -	\$ -	\$ 19,487,493
Fees and Grants from Governmental Agencies	1,692,671	-	-	1,692,671
Rental Income	133,512	-	-	133,512
Other Income	1,879,581	-	(83,709)	1,795,872
TOTAL REVENUE AND OTHER SUPPORT	23,193,257	-	(83,709)	23,109,548
<b>OPERATING EXPENSES</b>				
Program Services:				
Children & Adolescents	3,815,544	-	-	3,815,544
Elderly	535,386	-	-	535,386
Emergency Services	1,505,626	-	-	1,505,626
Vocational Services	492,719	-	-	492,719
Non-Eligibles	1,364,151	-	-	1,364,151
Mutli-Service Team	8,109,729	-	-	8,109,729
Crisis Unit	2,240,877	-	-	2,240,877
Community Residences & Support Living	1,537,712	-	-	1,537,712
Other	1,156,735	-	-	1,156,735
Total Program Services	20,758,479	-	-	20,758,479
Supporting Services				
Management and General	2,320,685	-	(151,197)	2,169,488
TOTAL OPERATING EXPENSES	23,079,164	-	(151,197)	22,927,967
INCOME FROM OPERATIONS	114,093	-	67,488	181,581
<b>NON-OPERATING REVENUE/(EXPENSES)</b>				
Contributions	277,949	156,668	(151,197)	283,420
Interest/Dividend Income	3,097	80,631	-	83,728
Investment Return	-	223,764	-	223,764
Dues	-	(4,800)	-	(4,800)
Donations/Contributions	-	(83,709)	83,709	-
Miscellaneous Expenses	-	(7,250)	-	(7,250)
NON-OPERATING REVENUE/ (EXPENSES), NET	281,046	365,304	(67,488)	578,862
INCREASE IN NET ASSETS	395,139	365,304	-	760,443
NET ASSETS AT BEGINNING OF YEAR	8,151,820	2,072,180	-	10,224,000
NET ASSETS AT END OF YEAR	\$ 8,546,959	\$ 2,437,484	\$ -	\$ 10,984,443

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF CASH FLOWS  
For the Year Ended June 30, 2014

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ 395,139	\$ 365,304	\$ -	\$ 760,443
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	235,860	-	-	235,860
Unrealized loss on investments	-	170,774	-	170,774
Realized gain on investments	-	(67,060)	-	(67,060)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	(1,589,575)	-	-	(1,589,575)
Prepaid Expenses, grants and contracts receivable, and other current assets	88,931	-	-	88,931
Escrow	-	-	-	-
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	15,203	-	-	15,203
Due to Affiliate	-	(88,249)	100,049	11,800
Accrued Expenses and Other Current Liabilities	(347,450)	249	-	(347,201)
Deferred Revenue	(2,770)	-	-	(2,770)
Medicaid Advance	(220,498)	-	-	(220,498)
Amounts held for Patients and Other Deposits	(582)	-	-	(582)
Post Retirement Benefit Obligation	(8,865)	-	-	(8,865)
Extended Illness Leave	62,997	-	-	62,997
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>(1,371,610)</u>	<u>381,018</u>	<u>100,049</u>	<u>(890,543)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property, plant, and equipment, net	(330,611)	-	-	(330,611)
Proceeds from sale of investments	-	1,090,871	-	1,090,871
Purchase of investments	-	(1,466,467)	-	(1,466,467)
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(330,611)</u>	<u>(375,596)</u>	<u>-</u>	<u>(706,207)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	(1,702,221)	5,422	100,049	(1,596,750)
<b>CASH AT BEGINNING OF YEAR</b>	<u>6,024,732</u>	<u>2,364</u>	<u>-</u>	<u>6,027,096</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 4,322,511</u>	<u>\$ 7,786</u>	<u>\$ 100,049</u>	<u>\$ 4,430,346</u>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2011, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2014, the Center decreased its estimate in the allowance for doubtful accounts from 63% to 58% of total accounts receivable to \$4,918,837 as of June 30, 2014 from \$3,212,981 as of June 30, 2013. This was a result of self-pay patient accounts receivable decreasing as a percentage of accounts receivable to 45% of total accounts receivable as of June 30, 2014 from 47% of total accounts receivable as of June 30, 2013.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2014 totaled \$19,487,493, of which \$18,814,359 was revenue from third-party payors and \$673,134 was revenue from self-pay clients.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$372,866 for the year ended June 30, 2014.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 74% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2014. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2014:

Land	\$ 1,415,708
Buildings and improvements	4,480,139
Furniture and equipment	<u>1,441,630</u>
	7,337,477
Accumulated depreciation	<u>(4,187,344)</u>
	<u>\$ 3,150,133</u>

Depreciation expense for the year ended June 30, 2014 was \$235,860.

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 4      ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 3,768,470
Managed medicaid	1,715,878
Medicaid receivable	1,401,476
Medicare receivable	490,783
Other insurance	<u>1,033,554</u>
	8,410,161
Allowance	<u>(4,918,837)</u>
	 <u>\$ 3,491,324</u>

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 5,248
Boston University COG	70,982
Catholic Medical Center	11,477
Community Connection	12,153
Denmark	10,852
Farnum Center	7,911
Granite United Way	8,050
Manchester Mental Health Foundation	35,800
Miscellaneous accounts receivable	2,472
North Shore	<u>5,582</u>
	 <u>\$ 170,527</u>

GRANTS RECEIVABLE

State of New Hampshire – DHHS	
Division for Children, Youth and Families	<u>\$ 9,167</u>

NOTE 5      DEFERRED REVENUE

CIP Grant	\$ 27,048
Central NY Services	11,140
Greater Manchester Charitable Trust	8,615
HCHC Gym Memberships	4,160
Miscellaneous deferred revenue	8,818
State of NH DIG Grant	<u>7,667</u>
	 <u>\$ 67,448</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 6 LINE OF CREDIT

As of June 30, 2014, the organization had available a line of credit with a bank due on demand with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2014. These funds are available with interest charged at Prime Rate.

NOTE 7 LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more are as follows:

2015		\$ 423,723
2016		378,088
2017		25,440
2018		5,404

Rental expense was \$347,075 for the year ended June 30, 2014.

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2014:

Net Post Retirement Health Cost:

Service cost		\$ 29,379
Interest cost		21,780
Net post retirement health cost		<u>\$ 51,159</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year		\$ 486,205
Service cost		29,379
Interest cost		21,780
Actuarial loss		16,245
Benefits paid		<u>(4,407)</u>
Benefit obligation at end of year		<u>\$ 549,202</u>

Balance Sheet Liability:

Accumulated postretirement benefit obligation		\$ 549,202
Fair value of plan assets		<u>-</u>
Unfunded accumulated postretirement benefit obligation		<u>\$ 549,202</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 548,432
Net post retirement health cost for the year	51,159
Contributions made during the year (benefits paid)	<u>(4,407)</u>
Accrued post retirement health cost at end of year	<u>\$ 595,184</u>

Estimated Future Benefit Payments:

2014 – 2015	\$ 17,200
2015 – 2016	34,900
2016 – 2017	20,600
2017 – 2018	51,900
2018 – 2019	43,000
2019 – 2024	<u>313,900</u>

Expected contribution for next fiscal year \$ 17,200

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (486,205)
Net actuarial gain arising during the year	(16,245)
Increase from current year service and interest cost	(51,159)
Contributions made during the year	<u>4,407</u>
Balance sheet liability at end of year	<u>\$ (549,202)</u>

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (62,229)
Net actuarial (gain) or loss arising during the year	16,245
Reclassification from amortization of net actuarial loss recognized during the year	<u>1,103</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (44,881)</u>

Unrestricted Net Assets Not Yet Classified As Net  
Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(44,881)</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (44,881)</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 1,103</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 4.00% at June 30, 2014.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.00% for the year ending June 30, 2014; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post Retirement Health Cost:

Interest cost	\$ 3,029
Net amortization of (gain)	<u>(17,893)</u>
Net post retirement health cost	<u>\$ (14,864)</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 73,671
Interest cost	3,029
Actuarial loss	823
Benefits paid	<u>(12,717)</u>
Benefit obligation at end of year	<u>\$ 64,806</u>

FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 64,806
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 64,806</u>

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 259,964
Net post retirement health cost for the year	(14,864)
Contributions made during the year (benefits paid)	<u>(12,717)</u>
Accrued post retirement health cost at end of year	<u>\$ 232,383</u>

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2014:

Discount rate 4.50%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	<u>\$ 3,088</u>	<u>\$ 2,972</u>
	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 66,206</u>	<u>\$ 63,441</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2014:

Discount rate 4.00%

Cash Flows

Estimated Future Benefit Payments:

2014 – 2015	\$ 13,700
2015 – 2016	14,300
2016 – 2017	14,900
2017 – 2018	15,500
2018 – 2019	16,200
2019 – 2024	<u>11,300</u>

Expected contribution for next fiscal year: \$ 13,700

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Change in Balance Sheet Liability:	
Balance sheet liability at beginning of year	\$ (73,671)
Net actuarial gain or (loss) arising during the year	(823)
Increase from current year service and interest cost	(3,029)
Contributions made during the year	<u>12,717</u>
Balance sheet liability at end of year	<u>\$ (64,806)</u>
Amounts Recognized as Adjustments to Unrestricted Net Assets:	
Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (186,293)
Net actuarial (gain) arising during the year	823
Reclassification from amortization of net actuarial loss recognized during the year	<u>17,893</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (167,577)</u>
Reconciliation of Accrued Costs:	
Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(167,577)</u>
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (167,577)</u>
Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:	
Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 17,893</u>

NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank North totaling \$4,508,090 as of June 30, 2014. Of this amount \$4,258,090 is in excess of FDIC coverage of \$250,000. The Center has collateralized this excess with Federal repurchase agreements.

The Center held investments with LPL Financial totaling \$2,345,680 as of June 30, 2014. Of this amount \$1,845,680 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2014 is \$5,248 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2014 are as follows:

Billed	<u>\$ 61,674</u>
Reimbursed	<u>\$ 61,516</u>

NOTE 12 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	<u>Cost</u>	<u>Market</u>
Cash and Cash Equivalents	\$ 23,770	\$ 23,770
Marketable Equity Securities	<u>2,053,047</u>	<u>2,345,680</u>
<b>TOTAL</b>	<u>\$ 2,076,817</u>	<u>\$ 2,369,450</u>

Investment return consisted of the following:

Advisory Fees	\$ (14,070)
Net realized gain	67,060
Change in Fair Market Value - Net unrealized gain	<u>170,774</u>
<b>TOTAL INVESTMENT GAIN</b>	<u>\$ 223,764</u>

NOTE 13 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2014. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>06/30/14</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 23,770	\$ 23,770	\$ -	\$ -
Mutual Funds:				
Nontraditional Bond	203,063	203,063	-	-
High Yield Bonds	250,163	250,163	-	-
Conservative Allocation	121,021	121,021	-	-
Mid-Cap Growth	102,790	102,790	-	-
World Stock	80,905	80,905	-	-
Natural Resources	58,017	58,017	-	-
Multsector Bonds	238,313	238,313	-	-
Large Value	265,757	265,757	-	-
Large Blend	436,085	436,085	-	-
Mid-Cap Value	369,077	369,077	-	-
Health	59,293	59,293	-	-
Foreign Small/Mid Growth	108,555	108,555	-	-
Small Growth	52,641	52,641	-	-
Total	<u>\$ 2,369,450</u>	<u>\$ 2,369,450</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2014

NOTE 14 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2014 is as follows:

Due from clients	45 %
Managed medicaid	20
Medicaid	17
Medicare	6
Other insurance	<u>12</u>
	<u>100 %</u>

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 8, 2014, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2014, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

ANALYSIS OF ACCOUNTS RECEIVABLE

For the Year Ended June 30, 2014

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 2,420,159	\$ 6,900,603	\$ (4,989,682)	\$ 562,610	\$ 3,768,470
MANAGED MEDICAID	-	7,752,124	(1,581,341)	4,454,905	1,715,878
MEDICAID	1,906,264	14,605,459	(5,025,361)	10,084,886	1,401,476
MEDICARE	183,776	2,342,438	(1,166,679)	868,752	490,783
OTHER INSURANCE	604,532	4,659,072	(2,303,284)	1,926,766	1,033,554
ALLOWANCE	<u>(3,212,981)</u>	<u>-</u>	<u>(1,705,856)</u>	<u>-</u>	<u>(4,918,837)</u>
TOTAL	<u>\$ 1,901,750</u>	<u>\$ 36,259,696</u>	<u>\$(16,772,203)</u>	<u>\$ 17,897,919</u>	<u>\$ 3,491,324</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES  
For the Year Ended June 30, 2014

	(Deferral) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	(Deferral) From BBH End of Year
CONTRACT YEAR, June 30, 2014	<u>\$ (15,585)</u>	<u>\$ 1,663,762</u>	<u>\$ (1,658,136)</u>	<u>\$ (9,959)</u>

<u>Analysis of Receipts: Date of Receipt/Deposit</u>	<u>Amount</u>
07/25/13	\$ 213,996
08/14/13	29,099
09/03/13	120,569
09/30/13	106,998
10/28/13	137,618
11/05/13	1,435
11/21/13	106,998
12/12/13	3,777
12/27/13	180,508
01/22/14	106,998
01/31/14	17,104
02/11/14	885
02/28/14	135,996
03/19/14	28,535
04/02/14	106,998
04/02/14	46,398
05/05/14	106,998
05/08/14	37,449
05/15/14	2,831
06/02/14	107,593
06/26/14	6,825
06/27/14	10,030
06/30/14	<u>42,498</u>
	<u>\$ 1,658,136</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2014

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
<b>PROGRAM SERVICE FEES</b>						
Net Client Fees	\$ 653,270	\$ -	\$ 653,270	\$ (374)	\$ 16,678	\$ 157,236
HMO's	1,041,519	-	1,041,519	189,160	7,816	189,515
Blue Cross/Blue Shield	1,567,029	-	1,567,029	279,197	14,386	252,540
Medicaid	14,368,426	-	14,368,426	4,428,527	226,884	359,343
Medicare	1,514,948	-	1,514,948	(103)	231,750	8,422
Other Insurance	322,437	-	322,437	53,741	12,645	37,126
Other Program Fees	19,864	-	19,864	(2,787)	40	677
Sub-total	<u>19,487,493</u>	<u>-</u>	<u>19,487,493</u>	<u>4,947,361</u>	<u>510,199</u>	<u>1,004,859</u>
<b>PUBLIC SUPPORT</b>						
United Way	34,050	-	34,050	-	-	-
<b>LOCAL/COUNTY GOVERNMENT</b>						
Donations/Contributions	277,949	-	277,949	-	-	-
Div. Alc/Drug Abuse Prev	22,894	-	22,894	22,894	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-
<b>FEDERAL FUNDING</b>						
PATH	40,120	-	40,120	-	-	40,120
CARE NH Contracts	2,475	-	2,475	-	-	-
OTHER FEDERAL GRANTS	288,879	-	288,879	-	-	-
RENTAL INCOME	133,512	-	133,512	-	-	-
INTEREST INCOME	3,097	-	3,097	-	-	-
<b>BBH</b>						
Bureau of Behavioral Health	1,334,763	-	1,334,763	-	-	510,861
OTHER REVENUES	1,845,531	-	1,845,531	70,437	14,590	332,654
Sub-total	<u>3,986,810</u>	<u>-</u>	<u>3,986,810</u>	<u>96,871</u>	<u>14,590</u>	<u>883,635</u>
<b>TOTAL PROGRAM REVENUES</b>	<u>\$ 23,474,303</u>	<u>\$ -</u>	<u>\$ 23,474,303</u>	<u>\$ 5,044,232</u>	<u>\$ 524,789</u>	<u>\$ 1,888,494</u>

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH
\$ 2,696	\$ 47,647	\$ 190,923	\$ 427	\$ 110,010	\$ 1,608	\$ 466	\$ -	\$ 125,953
-	338,138	179,718	-	138,399	-	(1,496)	-	269
-	482,572	325,950	-	212,342	-	-	-	42
419,472	155,653	6,624,641	7,305	1,072,252	440,640	633,709	-	-
-	185,426	1,089,395	-	58	-	-	-	-
(212)	76,784	84,094	-	57,342	-	847	-	70
(212)	21,705	1,830	-	(1,398)	-	9	-	-
<u>421,744</u>	<u>1,307,925</u>	<u>8,496,551</u>	<u>7,732</u>	<u>1,589,005</u>	<u>442,248</u>	<u>633,535</u>	<u>-</u>	<u>126,334</u>
-	34,050	-	-	-	-	-	-	-
-	89,709	550	-	-	-	-	-	187,690
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	2,475	-	-	-	-	-	-	-
-	-	288,879	-	-	-	-	-	-
-	-	-	875	-	-	132,131	-	506
-	-	-	-	-	-	-	-	3,097
-	-	80,000	-	675,000	10,902	-	58,000	-
<u>11,540</u>	<u>37,224</u>	<u>132,789</u>	<u>-</u>	<u>49,211</u>	<u>8,449</u>	<u>30,016</u>	<u>2,061</u>	<u>1,156,560</u>
<u>11,540</u>	<u>163,458</u>	<u>502,218</u>	<u>875</u>	<u>724,211</u>	<u>19,351</u>	<u>162,147</u>	<u>60,061</u>	<u>1,347,853</u>
<u>\$ 433,284</u>	<u>\$ 1,471,383</u>	<u>\$ 8,998,769</u>	<u>\$ 8,607</u>	<u>\$ 2,313,216</u>	<u>\$ 461,599</u>	<u>\$ 795,682</u>	<u>\$ 60,061</u>	<u>\$ 1,474,187</u>

The Mental Health Center of Greater Manchester, Inc.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2014

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
<b>PERSONNEL COSTS</b>						
Salary and Wages	\$ 15,191,171	\$ 1,446,158	\$ 13,745,013	\$ 2,556,544	\$ 372,526	\$ 1,089,013
Employee Benefits	3,248,582	309,137	2,939,445	585,584	66,620	195,178
Payroll Taxes	<u>1,166,232</u>	<u>110,427</u>	<u>1,055,805</u>	<u>202,513</u>	<u>32,681</u>	<u>77,908</u>
Sub-total	<u>19,605,985</u>	<u>1,865,722</u>	<u>17,740,263</u>	<u>3,344,641</u>	<u>471,827</u>	<u>1,362,099</u>
<b>PROFESSIONAL FEES</b>						
Client Evaluations/Services	227,512	149,233	78,279	-	1,521	-
Audit Fees	46,625	4,425	42,200	7,968	1,651	2,261
Legal Fees	25,646	1,037	24,609	1,072	251	315
Other Prof. Fees/Consultants	48,810	8,624	40,186	7,588	1,572	2,153
<b>STAFF DEVELOPMENT &amp; TRAINING</b>						
Journals/Publications	1,932	674	1,258	164	14	20
In-service Training	1,531	38	1,493	68	14	19
Conferences/Conventions	47,820	15,476	32,344	6,536	496	1,302
Other Staff Development	20,130	2,500	17,630	-	-	-
<b>OCCUPANCY COSTS</b>						
Rent	347,075	10,575	336,500	195,170	-	-
Heating Costs	40,554	-	40,554	-	-	-
Other Utilities	259,740	28,490	231,250	12,212	7,116	29,071
Maintenance & Repairs	388,994	26,188	362,806	25,104	10,232	21,275
Other Occupancy Costs	6,724	155	6,569	-	19	80
<b>CONSUMABLE SUPPLIES</b>						
Office	194,590	51,160	143,430	19,779	3,890	9,657
Building/Household	56,475	4,439	52,036	3,402	845	4,394
Educational/Training	168,141	756	167,385	25,290	5,761	1,465
Food	69,932	822	69,110	518	-	-
Medical	87,009	74	86,935	444	27	38
Other Consumable Supplies	136,829	37,120	99,709	15,958	2,590	7,581
Depreciation-Equipment	125,193	13,392	111,801	19,903	3,991	7,666
Depreciation-Building	110,667	6,411	104,256	595	5,055	6,692
Equipment Maintenance	9,747	4,359	5,388	579	395	19
Advertising	18,146	4,781	13,365	1,777	477	443
Printing	29,673	5,165	24,508	4,177	708	1,547
Telephone/Communication	183,133	25,937	157,196	29,341	4,766	13,959
Postage & Shipping	42,100	19,041	23,059	4,072	844	1,627

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
\$ 298,173	\$ 997,024	\$ 5,459,185	\$ -	\$ 1,390,911	\$ 236,306	\$ 681,472	\$ 44,645	\$ 619,214
73,837	100,569	1,294,782	-	239,409	61,655	209,647	7,547	104,617
24,682	64,051	430,136	-	104,968	17,847	52,156	3,616	45,247
<u>396,692</u>	<u>1,161,644</u>	<u>7,184,103</u>	<u>-</u>	<u>1,735,288</u>	<u>315,808</u>	<u>943,275</u>	<u>55,808</u>	<u>769,078</u>
3,595	11,779	37,823	-	25,202			1,859	(3,500)
1,306	2,900	15,731	-	4,933	956	2,849	233	1,412
2,181	356	18,921	-	798	117	350	74	174
1,243	2,762	14,981	-	4,697	910	2,712	222	1,346
61	54	136	-	282	8	505	2	12
11	25	135	-	42	8	25	2	1,144
403	1,423	11,878	-	3,583	375	720	46	5,582
-	-	-	-	11,130	300	6,200	-	-
-	84,125	57,205	-	-	-	-	-	-
-	-	-	-	-	-	40,554	-	-
9,502	8,109	63,438	-	58,142	-	34,335	8,744	581
13,386	10,911	98,561	-	104,354	1,046	65,146	11,830	961
26	-	162	-	1,196	-	5,060	24	2
3,931	22,765	49,350	-	17,420	344	9,994	1,775	4,525
1,120	1,489	8,226	-	20,317	26	11,095	989	133
843	2,286	83,669	-	10,589	10,799	3,377	82	23,224
260	-	68	-	66,510	-	1,739	-	15
22	48	11,382	-	69,846	16	47	4	5,061
5,592	9,668	33,596	-	12,535	1,149	8,231	1,024	1,785
3,220	7,295	39,805	-	16,749	2,297	6,845	592	3,438
6,750	257	49,688	-	15,259	-	13,617	6,212	131
161	363	2,025	-	1,440	8	25	291	82
255	3,073	3,079	-	1,414	187	557	46	2,057
537	4,617	7,679	-	2,288	329	979	161	1,486
8,514	8,574	58,412	-	20,068	948	7,486	3,948	1,180
667	1,482	8,065	-	3,507	488	1,456	119	732

The Mental Health Center of Greater Manchester, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2014

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
<b>TRANSPORTATION</b>						
Staff	200,204	4,884	195,320	37,884	1,014	17,700
Clients	25,156	70	25,086	1,532	10	70
<b>INSURANCE</b>						
Malpractice & Bonding	75,315	6,851	68,464	12,927	2,678	3,669
Vehicles	10,739	1,019	9,720	1,835	380	521
Comp Property/Liability	136,841	12,690	124,151	23,442	4,856	6,653
<b>MEMBERSHIP DUES</b>	50,298	2,548	47,750	2,919	605	828
<b>OTHER EXPENDITURES</b>	<u>279,898</u>	<u>6,029</u>	<u>273,869</u>	<u>8,647</u>	<u>1,781</u>	<u>2,502</u>
<b>Total Expenditures</b>	23,079,164	2,320,685	20,758,479	3,815,544	535,386	1,505,626
<b>Administration Allocation</b>	<u>-</u>	<u>(2,320,685)</u>	<u>2,320,685</u>	<u>435,145</u>	<u>66,218</u>	<u>167,525</u>
<b>TOTAL PROGRAM EXPENSES</b>	<u>23,079,164</u>	<u>-</u>	<u>23,079,164</u>	<u>4,250,689</u>	<u>601,604</u>	<u>1,673,151</u>
<b>SURPLUS/(DEFICIT)</b>	<u>\$ 395,139</u>	<u>\$ -</u>	<u>\$ 395,139</u>	<u>\$ 793,543</u>	<u>\$ (76,815)</u>	<u>\$ 215,343</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-DMH</u>
24,285	-	104,538	-	248	1,529	5,677	264	2,181
-	-	18,023	-	2,078	-	3,373	-	-
2,118	4,705	25,521	-	8,003	1,551	4,622	378	2,292
301	668	3,624	-	1,136	220	656	54	325
3,841	8,532	46,280	-	14,512	2,812	8,381	686	4,156
478	1,062	34,118	-	1,807	350	1,080	3,985	518
<u>1,418</u>	<u>3,179</u>	<u>19,507</u>	<u>-</u>	<u>5,504</u>	<u>1,091</u>	<u>3,072</u>	<u>252</u>	<u>226,916</u>
492,719	1,364,151	8,109,729	-	2,240,877	343,672	1,194,040	99,706	1,057,029
<u>64,443</u>	<u>153,664</u>	<u>890,550</u>	<u>25</u>	<u>258,766</u>	<u>37,570</u>	<u>152,381</u>	<u>11,825</u>	<u>82,573</u>
<u>557,162</u>	<u>1,517,815</u>	<u>9,000,279</u>	<u>25</u>	<u>2,499,643</u>	<u>381,242</u>	<u>1,346,421</u>	<u>111,531</u>	<u>1,139,602</u>
<u>\$ (123,878)</u>	<u>\$ (46,432)</u>	<u>\$ (1,510)</u>	<u>\$ 8,582</u>	<u>\$ (186,427)</u>	<u>\$ 80,357</u>	<u>\$ (550,739)</u>	<u>\$ (51,470)</u>	<u>\$ 334,585</u>



## **MISSION**

To provide an accessible, comprehensive, integrated, evidence-based system of mental health services that empowers individuals to achieve recovery and serves to promote personal and community wellness.

## **VISION**

To be a center of excellence and sought after partner in developing and delivering state-of-the-art mental health treatment, integrated with other medical specialties, that promote prevention, recovery and wellness.

## **GUIDING VALUES AND PRINCIPLES**

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality mental health services.

We provide evidence-based, culturally responsive and consumer/family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

*Approved on May 27, 2008 and Reaffirmed by the Board of Directors on July 22, 2014.*



**Kathryn Canedy \***

(W)

**Margo Compagna**

(H)

**Michael Harrington**

(H)

**Cynthia Ickes**

(H)

**Dia Kalakonas \***

(H)

m

**Thomas Lavoie \***

(H)

**Geoffrey Lundy, MD**

(H) 514 Davison Road

\* Mail info to home address

<b>Board of Directors – 2014-2015</b>			
<b>Chief David Mara</b>			
<b>Sheila McNeil *</b>			
(F)			
<b>Andrea Pruna *</b>			
(H)			
<b>Theresa Ryan *</b>			
(H)			
<b>Timothy Soucy</b>			
(H)			
<b>Joni Spring</b>			
(F)			
<b>Shannon Sullivan</b>			
(H)			
<b>* Mail info to home address</b>			

# William T. Rider

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**Objective** To provide effective leadership in community mental healthcare

## Experience

**The Mental Health Center of Greater Manchester**  
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2000 to Present: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

**Carroll County Mental Health**  
25 West Main St Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

**New Hampshire Hospital**  
24 Clinton St  
Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

## Education

2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

## Community Activity

Granite Pathways: Secretary Board of Directors

NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

GLENN G. QUINNEY, MSW, LICSW

- Experience:** Director, Child and Adolescent Services, The Mental Health Center of Greater Manchester  
1999 to Present Responsibilities include: leadership in the development and refinement of an integrated system of care to meet the behavioral health needs of children, adolescents and their families; management of a continuum of clinical and case management services for seriously emotionally disturbed children and their families, including all aspects of program development and planning, staffing and recruitment, quality improvement and compliance with state and federal regulations. Member of the Clinical Services Team. Fee for service employment for Bedford Counseling Associates, a division of The Mental Health Center of Greater Manchester, providing outpatient individual and family assessment and treatment for children, adolescents and adults, 2000 to present. Member of many state and local workgroups.
- 1982 to 1999 Director, Child and Adolescent Services, The Mental Health Center of Greater Manchester, Manchester, N.H.  
Responsibilities included: recruiting, training, reviewing, and supervising clinical staff and students; developing and maintaining specialized services for children and adolescents; ensuring compliance with standards of care established for practice by The Mental Health Center, The N. H. Division of Behavioral Health, Medicaid and JCAHO; and performing other administrative functions associated with a large outpatient child and adolescent services division. Fee for service employment in the adult outpatient services division, 1985 to 1988.
- 1978 to 1982 Social Worker, Child and Adolescent Services, The Mental Health Center of Greater Manchester, Manchester, N.H. Provided assessment, crisis intervention, individual, group and family treatment for pre-school, latency and adolescent referrals.
- Education:** M.S.W. Simmons College School of Social Work  
Attended 9/75 to 5/78. Graduated 5/78. Selected as Department of Mental Health Fellow.
- B.A. in Social Services. University of New Hampshire  
Attended 9/68 to 5/72. Graduated 5/72, Cum Laude.  
Elected to Phi Beta Kappa and Pi Gamma Mu Honor Societies.
- Licensure:** Licensed Clinical Social Worker in New Hampshire, # 45
- Community** Chair, State Advisory Group for Juvenile Justice, 2000 to 2005 and 2007 to present
- Involvement:** Member, State Advisory Group for Juvenile Justice, 1994 to present  
Board membership: Makin' It Happen, 1999 to 2005

**Patricia Carty, MS, CCBT**  
**Director of Community Support Services**

**Job Description**

Performs a wide range of administrative and clinical duties in order to develop and maintain clinical programs and services for long-term psychiatric clients assigned to Community Support Services. Supervisor for Dialectical Behavior and Cognitive Behavior Therapy programs and staff.

**Education**

<b>Degree Awarded</b>	<b>Institution</b>	<b>Major Area of Study</b>	<b>Year Awarded</b>
MS	Springfield College Manchester, NH	Community Psychology	1994
BA	University of Vermont	Psychology	1985

**Work Experience**

*The Mental Health Center of Greater Manchester, Manchester, NH*

- 2000-present: Director of Community Support Services
- 1996-2000: Assistant Director of Community Support Services
- 1990-1996: Assistant Coordinator, Restorative Partial Hospital
- 1987-1990: Counselor, Restorative Partial Hospital
- 1986-1987: Residential Specialist

**Professional Affiliations, Memberships, Licenses and Certifications**

- 1998 Recipient of the Mental Illness Administrator of the Year Award by The National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

**Publications**

Co-authored chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality.

Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of trauma and posttraumatic stress disorder assessment in persons with severe mental illness. *Psychology Assessment*. 2001. Vol. 13, No. 1, 110-117.

HIV risk factors among people with severe mental illness in urban and rural areas. *Psychiatric Services*. April 1999.

Trauma and post-traumatic stress disorder in severe mental illness. *Journal of Consulting and Clinical Psychology*. 1998. Vol. 49, No. 10, 1338-1340.

Integrating dialectical behavior therapy into a community mental health program. *Psychiatric Services*. October 1998. Vol. 49, No. 10, 1338-1340.

**QUENTIN ANTHONY TURNBULL**

**CURRICULUM VITAE**

- **PERSONAL INFORMATION**

- **Permanent Address:**

- **Telephone:**

(work) 603-668-4111

- **Social Security Number:**

- **Date of Birth:**

- **Place of Birth:**

- **Citizenship:**

- **Visa Status:**  
Permanent resident

- **Marital status:**  
Married

- **Health Status:**  
Excellent

- **EMPLOYMENT**

Staff Psychiatrist  
**Mental Health Center of Greater Manchester**  
1555 Elm Street  
Manchester  
NH 03101  
7/2001-present

Staff Psychiatrist  
**New Hampshire Hospital**  
36 Clinton Street  
Concord  
NH 03301  
5/2001-7/2001

Staff Psychiatrist  
**Genesis Behavioral Health**  
111 Church Street  
Laconia  
NH 03246  
8/2000-4/2001

- **FELLOWSHIP**

*PGY V year (Geriatric Psychiatry Fellowship)*

**University of Virginia**  
Department of Psychiatry  
Charlottesville, Virginia  
1999-2000

under the direction of *Dr Suzanne Holroyd*

- **INTERNSHIP RESIDENCY**

*PGY IV year (Psychiatry)*

**University of Virginia Medical Center**  
Department of Psychiatry  
Charlottesville, Virginia  
1998-1999

includes a rotation in Community Psychiatry at the Region 10 CSB (Community Service Board) under the direction of *Dr Moody*

*PGY I-III years (Psychiatry)*

**Dartmouth-Hitchcock Medical Center**  
Department of Psychiatry  
Lebanon, New Hampshire  
1995-1998

included a five month rotation through the New Hampshire State Hospital under the direction of *Dr Vidaver* and a year's rotation in Community Psychiatry at the Mental Health Center of Greater Manchester under the direction of *Dr Potenza*

- **INTERNSHIP (SOUTH AFRICA)**

**Baragwanath Hospital**  
Departments of Medicine and Surgery  
Soweto, Gauteng  
Republic of South Africa  
1994

- **MEDICAL SCHOOL**

**University of the Witwatersrand Medical School**  
Parktown, Johannesburg  
Republic of South Africa  
1986-1993

- **DEGREES**

**MBBCh** (Bachelor of Medicine and Bachelor of Surgery)  
conferred 12/01/1993

**BSc Med** (Bachelor of Science in Medicine)  
conferred 05/08/1990

- **AWARDS**

AMA Physician's Recognition Award 1998  
University Council Certificate of Merit  
conferred 05/12/1986  
Standard Bank University Scholarship  
Standard Bank University Scholar of the Year 1984  
Rotary International Foreign Exchange Student 1985 (to Medina, Ohio)

- **PROFESSIONAL REGISTRATIONS (SOUTH AFRICA)**

issued by the *South African Medical and Dental Council*  
*Student-Intern* number IN 23009\*5 (issued 12/31/1992)  
*Intern* number IN 27723 (issued 06/12/1993)  
*Medical Practitioner* number MP 0410195 (issued 12/31/1994)

- **PROFESSIONAL REGISTRATIONS (USA)**

issued by the *Commonwealth of Virginia Board of Medicine*  
*Medical License* number 0101 058354 (issued 08/07/1998, current, but inactive)

issued by the *New Hampshire Board of Medicine*  
*Medical license* number 10459 (issued 11/04/1998, current)

- **US MEDICAL EXAMINATIONS COMPLETED**

*FMGEMS Basic Science* January 1993 (first attempt)  
*FMGEMS Clinical Science* July 1993 (first attempt)  
*USMLE Part One* June 1997 (first attempt)  
*USMLE Part Two* August 1996 (first attempt)  
*USMLE Part Three* December 1997 (first attempt)

*ECFMG Certificate* number 0-492-301-7 (with permanent revalidation)

*ABPN (American Board of Psychiatry and Neurology) Part I* November 1999 (first attempt)  
*ABPN (American Board of Psychiatry and Neurology) Part II* September 2000 (first attempt)  
*ABPN Board certification* no 48990 (exp 12/2010)

- **EXTRACURRICULAR ACTIVITIES**

Travelling, wine tasting and collecting, music collecting

Change of address must be reported to:  
New Hampshire Board of Medicine  
121 South Fruit St Ste 301  
Concord, NH 03301

*State of New Hampshire*

BOARD OF MEDICINE

QUENTIN A TURNBULL, MD

QUENTIN A TURNBULL, MD  
1555 ELM ST

MANCHESTER NH 03104



License #: 10459

Issued: 11/4/1998

has been duly registered to practice medicine  
in this state through

6/30/2016

*Mark Sullivan PA-C*  
President

## **CURRICULUM VITAE**

**MICHAEL D McNAMARA, DO, FACN**

### **PERSONAL**

Born: Lowell, Massachusetts

### **PROFESSIONAL LICENSURE AND CERTIFICATION**

Michigan Medical License 1989-2013, Vermont Medical License 1992-2013

Board Certification in Psychiatry – Diplomat of the American College of Osteopathic Neurologists and Psychiatrists 1997, Recertified 2007  
Certificate – 0432

DEA Certificate BM2114560, 1989-Present (2013)  
XM2114560, 2008-Present (2013)

### **EDUCATION**

College: St. Michael's College, Winooski, Vermont, B.A., 1981

Medical School: University of New England College of Osteopathic Medicine, Biddeford, Maine, D.O., 1988

Internship: Michigan Health Center, Detroit, Michigan, 1989

**EDUCATION (continue)**

Psychiatric Residency: Adult Mental Health Hospital, Woodward Avenue, Detroit, Michigan, July 1989-June 1992

**EDUCATIONAL CONFERENCES**

Certified by the American Osteopathic Association for completion of at least 150 CME credit hours for the following three-year cycles: 1992-1994, 1995-1997, 1998-2000, 2001-2004, 2005-2007, 2007-2010, 2011-2013

**PROFESSIONAL MEMBERSHIPS**

American Osteopathic Association

American College of Osteopathic Neurologists and Psychiatrists  
-Elected as Fellow 2009

The Vermont State Association of Osteopathic Physicians and Surgeons

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

American Association of Geriatric Psychiatry

**POSITIONS**

Psychiatrist for Mental Health Center of Greater Manchester NH      -Start date late Jan 2014

Medical Director for the mental health outpatient clinic operated by North Country Hospital, Northern Vermont Counseling and Psychiatric Services, 9/1/92 to 9/27/13  
Part of layoffs & closing of two medical clinics at North Country Hospital, Newport VT

Clinical Assistant Professor, Dept of Family Medicine, UVM College of Medicine(2005-2012)

President, North Country Hospital Medical Staff (2006-7)

Trustee member, North Country Hospital Board of Trustees (2006 & 2007)

Board Member- American Osteopathic Board of Neurology & Psychiatry  
2009- (2013)

Board Examiner for American College Board of Neurology & Psychiatry,  
Part II Oral Psychiatric Exams, Cherry Hill NJ, 2005, 2006, 2007, 2008, 2009,  
2010,2011,2012,2013

Program Chair (VSAOPS) for annual Vermont State CME conference at Stowe, Vermont  
2002 & 2003

Board Officer VSAOPS 1998-2005

Member of Medical Staff, North Country Hospital Medical Staff 9/92 to 9/27/13

Officer Medical staff executive committee North Country Hospital 2002-2007

Chairman of the Ethics Committee at North Country Hospital 1993-1996

Member of the North Country Hospital Ethics Committee 1992- (2013)

Member of Pharmaceutical, Therapeutic and Treatment Medical Staff Committee at  
North Country Hospital, 1992- 2008

Psychiatric Consultant to Northeast Kingdom Community Action Alcohol and Drug  
Rehabilitation Program, 1995-1997

Vermont Member of the House Delegates of the American Osteopathic Association  
Chicago, Illinois July 2003, 2004, 2005, 2006, 2007, 2008, 2009,2010,2011,2012,2013

**CLINICAL INTERESTS**

Psychopharmacology, Anxiety Disorders, Consult Liaison Psychiatry,  
Geriatric Psychiatry, Addiction Medicine

**REFERENCES**

Claudio Fort  
CEO North Country Hospital, Newport Vermont  
802-334-3201 work phone

Dr. Donna Kiley MD  
Psychiatrist at Howard Mental Health Center, Burlington Vermont  
802-488-6200 work phone

Maureen Curley PhD. PMHCNS, BC  
Assistant Professor, University of Florida  
Director of training program for psychiatric NP's at UFL  
352-273-6417 work phone

The Mental Health Center of Greater Manchester  
**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
William Rider	President / CEO	128060	1.0 %	600
Glenn Quinney	Director, C & A	79602	2.0 %	1200
Patricia Carty	Director, CSS	87452	2.0 %	1200
Quentin Turnbull	VP, Chief Medical Officer	198051	3.5 %	2100
Michael McNamara	Associate Medical Director	194272	3.5 %	2100