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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
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December 21, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health to enter into an Agreement with Riverbend Community Mental Health, Inc., 278 Pleasant Street, Concord, NH, 03302; (Vendor #177192), to develop and operate a Behavioral Health Crisis Treatment Center that will provide support services to individuals eighteen years and older who are experiencing a mental health crisis, including co-occurring substance used disorder, in an amount not to exceed \$4,402,902, effective upon approval of the Governor and Executive Council through December 31, 2021. 100% General Funds.

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019 and are anticipated to be available in State Fiscal Years 2020 through 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF BHEAVORIAL HEALTH, BUREAU OF MENTAL HEALTH SERVICES, PROGRAM SUPPORT

State Fiscal Year	Class/Account	Class Title	Budget Amount
2019	102-500731	Contracts for Program Services	\$601,424
2020	102-500731	Contracts for Program Services	\$1,468,125
2021	102-500731	Contracts for Program Services	\$1,533,028
2022	102-500731	Contracts for Program Services	\$800,325
		Total	\$4,402,902

EXPLANATION

The purpose of this request is to develop and operationalize a Behavioral Health Crisis Treatment Center (BHCTC) in Concord.

Senate Bill 590 (2018) authorized the Department to use existing appropriations to establish one behavioral health crisis treatment center in a geographic location that has high rates of admissions to and discharges from New Hampshire hospital or to establish one mobile crisis team and related apartments. The Department had issued a request for proposals for one mobile crisis team and apartments but there were no applications submitted, prompting the Department to issue a request for proposals for a Behavioral Health Crisis Treatment Center.

The BHCTC will provide intensive, short-term stabilization treatment services for individuals 18 years of age and older who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. The BHCTC will be open 24 hours per day, 7 days per week, and BHCTC staff will collaborate with the individual's existing treatment providers, if any, other community resources, and appropriate Integrated Delivery Network (IDN) providers to rapidly coordinate needed services to support the individual post-discharge.

The BHCTC will fill an existing gap in the behavioral health treatment and service continuum by expanding system capacity to treat individuals experiencing a mental health crisis. Individuals will be able to access the BHCTC on a walk-in basis and if transported by first responders or from other treatment sites, such as emergency departments. BHCTC staff will provide treatment services to de-escalate, stabilize and successfully transition the individual back to the community or to a step-down treatment site. The BHCTC will triage, assess, treat, and complete discharge planning – inclusive of completing a warm hand-off of the individual with community providers when needed – within 24 hours. If appropriate, individuals may step down to a mobile crisis apartment bed, a peer respite bed, or other existing community residence or treatment site.

The Department anticipates the BHCTC will result in decreased demand for higher levels of care as the need for inpatient hospitalization or emergency department care is reduced through immediate access to these critical services, coupled with enhanced collaboration with community providers.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

The Contractor was selected for this project through a competitive bid process. A Request for Proposals (RFP) was posted on the Department of Health and Human Services' web site from December 18, 2017 through February 16, 2018. The Department received three (3) proposals that were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposal. The Bid Summary is attached.

As referenced in the RFP and in Exhibit C-1 of this Contract, the Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Performance Measures to be achieved by the BHCTC will be developed in partnership with the Department during the period that the Center is developed, staffed and operation can begin. The agreement contains substantive project planning and reporting requirements to ensure services to individuals commence within 120 days of Governor and Executive Council approval. The performance measures will evaluate the outcomes that the services have on the individuals served, the outcomes of the Contractor's education and outreach efforts to community providers and stakeholders statewide, and the efficacy of the interventions and strategies implemented within the BHCTC model. The first complete year of service provision will serve as the baseline year for achievement of initial performance measures, and annual target rates of improvement and corresponding quality improvement plans will be developed to support further achievement.

Should the Governor and Executive Council not authorize this request, individuals experiencing a mental health crisis will continue to seek higher levels of care in emergency departments, or will further decompensate and require more acute services, such as inpatient hospitalization.

Area served: Community Mental Health Region #4.

Source of Funds: 100% General Funds.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Behavioral Health Crisis Treatment
Center and Supports

RFP-2018-DBH-10-BEHAV

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Elliot Health System
2. Monadnock Family Services, Inc.
3. Riverbend Community Mental Health, Inc.

Maximum Points	Actual Points
1000	500
1000	722
1000	898

1. Kelley Capuchino, Administrator
DSRIP, Medicaid Servs, DBH
2. Susan Drown, Administrator IV,
OQAI
3. Michael Kelly, Prog Planning &
Review Spclst, DBH
4. Beth Kelly, Administrator II,
Finance Mgr-DCSS/OHE/APS
5. Rebecca W. Ross, Asst Attorney
General, NH Dept of Justice
6. Alisa Druzba, Administrator I, Hlth
Mgt ofc, Policy & Performnc
7. Diana Lacey, Community
Integration Coordinator, BBH



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

December 24, 2018

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Riverbend Community Mental Health, Inc., of Concord, NH as described below and referenced as DoIT No. 2019-055/029.

This is a request to enter into a contract to provide treatment and support services to individuals accessing the Behavioral Health Crisis Treatment Center (BHCTC) who are experiencing a behavioral health crisis and for whom it is clinically appropriate to provide such treatment and services. Riverbend Community Mental Health will ensure that the BHCTC includes clinically appropriate physical and environmental accommodations to individuals receiving treatment and supports within the BHCTC.

The amount of the contract is not to exceed \$4,402,902.00, and shall become effective on the date of Governor and Executive Council approval through December 31, 2021.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-055/029

cc: Bruce Smith, IT Manager, DoIT

Subject: Behavioral Health Crisis Treatment Center and Supports #RFP-2018-DBH-10-BEHAV

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address 278 Pleasant St., Concord, NH 03302	
1.5 Contractor Phone Number (603) 228-1600	1.6 Account Number 05-095-092-922010-- 41170000-102-500731	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$4,402,902
1.9 Contracting Officer for State Agency Nathan White, MPA, CFE Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Evers President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>December 21, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily indicated in block 1.12, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  Andrew Beaudoin			
1.13.2 Name and Title of Notary or Justice of the Peace Andrea D Beaudoin Senior executive assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/24/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Contractor Initials KE
Date 12/21/15

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date

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12/21/18



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

2. General BHCTC Requirements

- 2.1. The Contractor shall develop the physical space and design of the Behavioral Health Crisis Treatment Center (BHCTC). The BHCTC shall be located at 40 Pleasant Street, Concord, NH. Final physical space and design shall be subject to Department approval. Any changes to the location, physical space and design shall be submitted prior to making such changes and shall be subject to Department approval.
- 2.2. BHCTC services are limited to individuals eighteen (18) years or older who are experiencing a mental health crisis, including those with a co-occurring Substance Use Disorder (SUD).
- 2.3. The Contractor shall provide treatment and support services described in this Scope of Work to individuals accessing the BHCTC regardless of where the individual lives or works.
- 2.4. BHCTC services are voluntary; individuals or with their guardian's approval must select to receive services from the BHCTC.
- 2.5. The Contractor shall provide treatment and support services to individuals accessing the BHCTC who are experiencing a behavioral health crisis and for whom it is clinically appropriate to provide such treatment and services. The Contractor shall not deny treatment and/or services to the individual based on: where the individual resides; whether the individual is currently a client of any Community

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Mental Health Center (CMHC) or behavioral health service provider; or is not otherwise receiving treatment elsewhere.

2.6. In providing BHCTC services, the Contractor shall ensure compliance with all applicable state and federal rules, regulations and statutes, including but not limited to He-M 408 Clinical Records, He-M 426 Community Mental Health Services. In addition, the Contractor shall:

2.6.1. Before disclosing or re-disclosing any patient information, ensure that all required patient consent or authorizations to disclose or further disclose confidential protected health information (PHI) or substance use disorder treatment information (SUD) according to all state rule, state and federal law and the special rules for redisclosure in 42 CFR part 2 have been obtained.

2.6.2. Ensure compliance with confidentiality requirements which include, but are not limited to:

2.6.2.1. Federal and state laws and New Hampshire state administrative rules.

2.6.2.2. HIPAA Privacy Rule.

2.6.2.3. 42 CFR Part 2.

2.6.3. The Contractor shall have policies and procedures in place to ensure that all staff are trained in the areas listed in Subsection 2.5.2 and will safeguard all confidential information.

2.7. The Contractor shall ensure that the BHCTC includes clinically appropriate physical and environmental accommodations to individuals receiving treatment and supports within the BHCTC. The accommodations must take into consideration individual privacy rights, safety protocols, nutrition and sustenance, the individual's physical and health related needs, and meet all applicable municipal, state and federal life and safety codes in accordance with Section 10 of Exhibit C of this Agreement.

2.8. The Contractor shall ensure that BHCTC treatment and services shall be limited to those authorized within this contract, and subject to the reimbursement provisions specified in Exhibit B. Services provided must be limited to serving persons who are eligible under RSA 135-C:13 and He-M 401, subject but not limited to the following conditions:

2.8.1. No person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee. For individuals not already determined eligible by the applicable CMHC, the Contractor must provide services under a presumption that the individual is eligible for services within the NH Mental Health System, and if applicable, consistent with the requirements for Substance Use Disorder services. Within ninety (90) days after the contract effective date, the Department shall provide the



- Contractor with a formal process for the Contractor to document presumptive eligibility.
- 2.8.2. BHCTC services provided shall not supplant or replace those services already available within Community Mental Health (CMH) Region 4 (Region #4) under separate contract with the Department. The Contractor shall ensure that any collaboration authorized under this contract that may involve other Department authorized contracted services provided by the Contractor does not result in requests for or receipt of duplicated reimbursement. This shall also include ensuring that specific limitations for Mental Health or Substance Use Disorder services are provided consistent with the applicable rules and regulations.
- 2.8.3. The Contractor shall provide BHCTC services to de-escalate the individual's immediate crisis, and to support the individual as clinically needed and appropriate until access to ongoing treatment and support from the applicable CMHC, or where applicable – Mobile Crisis Team (MCT) can be achieved. In the event the individual is not, and does not wish to become, a client of the applicable CMHC, or the individual has other treatment providers he or she wishes to use for ongoing treatment, the Contractor shall use reasonable effort to provide services for the intensity and duration as is necessary to de-escalate the crisis and discharge the individual back into the community, such as to home, a community residence, or other non-hospital or institutional setting, or to a step-down treatment site, such as a peer respite bed.
- 2.8.4. For individuals who require onsite continuous treatment and support to de-escalate from the crisis for a period longer than 23 hours and 59 minutes, the Contractor shall attempt to transfer the individual to other available community-based providers and resources, such as peer respite, mobile crisis, CMHC emergency services supervision, etc.
- 2.9. The Contractor shall integrate BHCTC services with the behavioral health delivery system in Region #4 and with the Integrated Delivery Network (IDN) 2 to include at a minimum:
- 2.9.1. Collaborating with the IDN 2's systems and community partners pertinent to the individual's residence to develop a safety / aftercare plan post BHCTC discharge. The collaboration shall ensure a warm hand-off of individuals treated within the BHCTC to community treatment provider(s). Warm hand offs shall include BHCTC staff facilitating and being present for a face-to-face introduction of the individual and the community treatment provider(s) when feasible, or at minimum, through a live telephone conversation. BHCTC staff shall provide the community treatment provider(s) with appropriate and sufficient information to ensure the provider is familiarized with the individual's immediate treatment needs.



- 2.9.2. Working with first responders in Region #4 to establish agreements or protocols that facilitate transport of individuals in crisis to the BHCTC.
 - 2.9.3. Ensuring seamless access to a full range of SUD biopsychosocial, education and treatment services as applicable.
 - 2.9.4. Providing medication support, including psychopharmacological services for individuals in crisis, and linkage for ongoing provision and management of medications, if applicable, post crisis and BHCTC discharge.
 - 2.9.5. Completing a formal intake for individuals with Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI), including eligibility determination for State funded services.
 - 2.9.6. Entering into expanded partnerships with community based providers to further enhance intra-agency linkages and promote expedited access to an array of needed services, such as Medicaid, Medicare, housing, employment, and health needs, in addition to behavioral health services.
- 2.10. The Contractor shall provide outreach and an educational program to ensure the communities and partners within Region #4 are aware of and can assist individuals with accessing BHCTC services and supports, and to raise awareness of how BHCTC services fit within the regional behavioral health treatment system. This must include, at minimum, production and distribution of rack cards, flyers, posters, social media, and follow-up with key organizations and community partners to ensure that they understand the purpose and accessibility of the BHCTC and its scope of services.
 - 2.11. The Contractor shall engage with various media outlets and utilize digital media, in addition to print, to reach out across multiple social media platforms to inform the public about the BHCTC. The Contractor shall feature the BHCTC on the Contractor's website.
 - 2.12. The Contractor shall ensure that the BHCTC uses Collective Medical Technologies (CMT), a web based shared medical record, to allow HIPAA compliance with sharing of treatment information to aid in collaborative client care across multiple systems. The focus shall be on using the shared treatment plan, the review of medical lists, and the Emergency Department (ED) notification.
 - 2.13. The Contractor shall ensure the BHCTC uses direct secure messaging to support timely and HIPAA compliant communication with other agencies and providers.
 - 2.14. The Contractor shall ensure the design and implementation of the BHCTC maximizes the BHCTC's ability to seek reimbursement from public and private insurers, including the Department's Managed Care Organizations, Medicaid, and private payers while also minimizing the BHCTC's reliance on contract (State) funds to support operational costs ineligible for reimbursement from third party payers.



- 2.15. The Contractor shall work to identify additional funding opportunities, including grants and foundations, and will apply for those that are applicable. The Contractor must notify the Department's designee of such efforts and how those efforts would impact the BHCTC. The Department reserves the right to reject any efforts it determines are not in the best interest of the Department.
- 2.16. BHCTC Oversight: The Contractor shall ensure the BHCTC staff includes a Program Coordinator to oversee the operation of the BHCTC and its services, and to provide supervision to its staff. The Program Coordinator will ensure fiscal accountability and appropriately address risk management. Additionally, the Program Coordinator will oversee community education, collaboration and coordination with community providers, agencies, and the IDN 2.
- 2.17. Security and Transportation Services: The Contractor shall ensure the BHCTC staff includes a Security Officer to ensure that the physical safety and security needs of the BHCTC are met, including but not limited to during peak and high demand periods. CTC staff, including the security officer will also assist in the transportation of individuals, between the Concord Hospital Emergency Department (CHED) and BHCTC to receive BHCTC services, as needed.
- 2.18. Administrative Support: The Contractor shall ensure the BHCTC staff includes a Program Assistant to provide administrative, clerical, and accounts receivable support as necessary for the effective operation of the BHCTC. Administrative support will include responding appropriately and timely to incoming telephone calls, providing reception services to individuals who access the BHCTC on a walk-in basis, and similarly assisting community providers who accompany individuals presenting in the BHCTC, facilitating administrative processes for individuals seeking services at the BHCTC; and assisting law enforcement and other first responders and BHCTC staff with smooth entry and transition into the BHCTC.

3. BHCTC Start-Up Period Requirements

- 3.1. The Contractor shall perform the following services and pursue the following organizational initiatives in preparation for the launch of the BHCTC and to ensure ongoing support and success of the BHCTC in Region #4:
 - 3.1.1. The Contractor shall work with Concord Hospital to implement a brief assessment process to support an individual's rapid transition to the BHCTC from the hospital's ED.
 - 3.1.2. The Contractor shall use its best efforts to work with Emergency Medical Services (EMS), police, and other organizations and in Region #4 to educate them on BHCTC services and how to access BHCTC services.
 - 3.1.3. The Contractor shall use reasonable efforts to work with applicable community stakeholders to expand access in Region #4, to the use of



EMS responder transport of individuals to the BHCTC as an appropriate treatment site.

3.1.4. The Contractor shall hire BHCTC Master's Level Clinician(s) and Master's Level Case Manager(s), who shall have regular access to the Concord Hospital ED (CHED) to monitor all individuals who present in a behavioral health crisis at the hospital. The Contractor shall ensure the individuals who hold these BHCTC positions have appropriate hospital privileges at Concord Hospital and that these positions are filled by such individuals and hold such privileges no later than 120 days after the contract effective date or their date of hire. Once implemented, these positions, privileges and applicable duties shall remain in effect for the duration of the contract period, regardless of the individuals occupying the positions, unless otherwise agreed to by the Department. These positions may also provide applicable BHCTC services within the BHCTC setting, as needed to support individuals transferred from the CHED to the BHCTC. However, addressing the needs of those individuals within the CHED due to a behavioral health crisis and potentially appropriate for transfer to the BHCTC shall be the primary responsibility.

3.1.4.1. Based on an individual's acuity, the BHCTC Master's Level Clinician(s) and Master's Level Case Manager(s) will screen the individual for potential transfer to the BHCTC. These screenings shall not supplant or duplicate the effort of the Contractor's Emergency Services staff (ESS), covered under separate contract with DHHS.

3.1.4.2. If an individual is found to already have an established case manager, it is expected that during regular business hours the BHCTC case manager shall connect the individual to his or her current case manager rather than receive case management services from BHCTC staff.

3.1.4.2.1. If BHCTC staff determine that an individual is in need of receiving case management after hours, for those already established with a case manager, the case management provided by the BHCTC Master's Level Case Manager shall be funded by general funds within the contract and not eligible for Medicaid billing.

3.1.4.3. If the individual does not have a case manager, the BHCTC Master's Level Case Manager shall provide case management and seek Medicaid or other insurance reimbursement for these services.



- 3.1.5. The Contractor shall collaborate and work with the DHHS designee to review, modify and seek DHHS approval of the Contractor's proposed Discharge Criteria and Process, Discharge Checklist, Adult Crisis Plan, and Safety Aftercare Plan prior to initiating treatment and support services as a BHCTC. All such documents must receive DHHS approval within one hundred and twenty (120) days of the contract effective date.
- 3.1.6. The Contractor shall initiate treatment and support services as a BHCTC within one hundred and twenty (120) days of the contract effective date, subject to DHHS approval.
- 3.2. The Contractor shall maintain a strong on-call system to ensure staffing of the BHCTC is maintained to a degree sufficient to provide services 365 days per year, 24 hours per day and to meet surging demands.

4. BHCTC Services to be Provided

- 4.1. The Contractor shall provide the following services, at minimum, from within Region #4 to individuals accessing the BHCTC as appropriate to the individual's care needs:
 - 4.1.1. Laboratory Services: The Contractor, acting through the BHCTC, shall provide laboratory test services for each individual to test for substance use, to clarify a person's presentation and crisis, if applicable.
 - 4.1.2. Clinical Determinations: The Contractor shall provide prompt access to a clinically qualified and authorized resource to determine if the individual in crisis may be in clinical need of services from the BHCTC or if other available behavioral health services would be more appropriate for the individual to access. Methods of determining clinical need for BHCTC services include:
 - 4.1.2.1. For individuals that access the BHCTC directly, BHCTC staff will use the Crisis Triage Rating Scale (CTRS). This shall occur within forty-five minutes of the individual's arrival.
 - 4.1.2.2. The Contractor's acceptance of a recommendation of clinical appropriateness from a third party, such as clinicians from the Department funded Mobile Crisis Teams Concord.
 - 4.1.2.3. For individuals who present at the CHED, the Contractor shall develop and implement a screening protocol for potential transfer to the BHCTC as a less restrictive place of care. A determination of clinical need for individuals who transitioned from the CHED to the BHCTC will be made upon accessing the BHCTC if not otherwise already determined through the applicable screening protocol.



- 4.1.2.4. For individuals who are identified as potentially appropriate for BHCTC services by First Responders or Law Enforcement in Region #4, the Contractor shall develop and implement a screening protocol to determine whether referral or transport to the BHCTC is recommended as an appropriate level of care. The Contractor shall work with First Responders and Law Enforcement in Region #4 to establish a mutually agreeable protocol. A determination of clinical need for individuals who present to the BHCTC as a result of such referral will be made within forty-five (45) minutes upon the individual's arrival if not otherwise already determined through the applicable screening protocol.
- 4.1.3. Inquiry and Referral Response: The Contractor shall provide individuals who are experiencing a behavioral health crisis, family members, natural supports and first responders, prompt access to a clinically qualified BHCTC team member, or other BHCTC authorized and clinically qualified resource, to receive and respond to inquiries and referrals of individuals in crisis that may be in clinical need of services from the BHCTC. If other available behavioral health services would be more appropriate for the individual to access, the Contractor shall assist the inquirer or referral source with making an appropriate connection to such services. The Contractor shall ensure the inquiry and referral processes include, but are not limited to the following:
- 4.1.3.1. The Contractor promptly responding to inquiries made in person or by telephone twenty-four (24) hours per day, seven (7) days per week. This must include at minimum:
- 4.1.3.1.1. The Contractor obtaining sufficient information about the individual in crisis and making a clinically appropriate referral regarding the service level and treatment site the individual should access. This information must be provided to the inquirer during the initial inquiry.
- 4.1.3.1.2. The Contractor considering the acuity of crisis the individual is experiencing, safety protocols, the individual's proximity to an appropriate treatment site or provider, the individual's ability to self-access an appropriate treatment site or provider, and whether the individual is already engaged with a first responder that is available to transport the individual to a treatment site or the BHCTC if needed.



- 4.1.3.2. The referral options the Contractor may make shall include, but is not limited to, referring the individual to:
 - 4.1.3.2.1. Receive treatment from his or her regular treatment provider – which may include the Riverbend Assertive Community Treatment (ACT) team;
 - 4.1.3.2.2. Referring the individual to access Riverbend's Emergency Services team;
 - 4.1.3.2.3. Referring the individual to access, where available, the MCT to receive assistance at the individual's location;
 - 4.1.3.2.4. Referring the individual to the BHCTC to receive immediate treatment and services; or
 - 4.1.3.2.5. Refer the individual to the hospital Emergency Department closest to his or her present location.
- 4.1.4. Triage: BHCTC personnel shall begin to triage individuals within forty-five (45) minutes of the individual's arrival in the BHCTC. Individuals arriving with Law Enforcement or First Responder escorts must be prioritized. Triage must be completed utilizing the Crisis Triage Rating Scale (CTRS). If an appropriate alternative tool has already been completed through BHCTC agreement with a collaborating provider (see Clinical Determinations, section 4.1.2. above), utilization of the CTRS may be waived.
- 4.1.5. Nursing Assessment: BHCTC personnel must complete a nursing assessment that includes a medical screening by obtaining vital signs, evaluation of medical problems and acuity of medical concerns, and evaluation of the individual's ability to effectively participate in BHCTC services and supports.
 - 4.1.5.1. If the assessment identifies routine medical needs are present, the BHCTC personnel must refer the individual to his or her primary care provider, or if the individual does not have a primary care provider, to a community primary care provider.
 - 4.1.5.2. If the assessment identifies an urgent medical need, BHCTC personnel must develop a care plan to address the need; this may include accessing a community primary care provider. If the assessment identifies a medical emergency, BHCTC personnel must refer the individual to Concord Hospital and make appropriate transportation arrangements to ensure prompt, safe transfer to the hospital, whichever most



appropriately and effectively addresses the medical issue at the lowest necessary level of care required.

4.1.6. **APRN/Prescriber Services:** The BHCTC's APRN will provide emergent behavioral health assessments, and monitoring and prescribing of psychiatric medications while the person is at the BHCTC. The APRN will also collaborate with community clinicians and medical providers to ensure an appropriate level of care coordination and continuity is achieved to safely treat the individual in the BHCTC and to support continued treatment post discharge from the BHCTC.

4.1.6.1. The following provisions shall apply to BHCTC APRN collaboration and treatment regarding individuals already receiving or in need of SUD treatment:

4.1.6.1.1. For individuals already in treatment with an SUD provider(s), collaboration will be with the applicable provider(s).

4.1.7. **Clinical Assessment:** BHCTC Master's level clinicians must perform clinical assessments with each individual who has accessed the BHCTC for services and completed a brief medical screening and has been determined medically appropriate to remain at the BHCTC. Clinical Assessment components must include at minimum:

4.1.7.1. Identifying and documenting the individuals presenting problem by assuring the issues are clearly defined by the individual and other relevant stakeholders, the referral source and information are obtained and documented and the precipitating events are understood so that the context under which the BHCTC became involved is documented.

4.1.7.2. Documenting the history of the presenting illness by listing current providers and their contact information and dates of most recent services, hospitalizations and other episodes of care to incorporate in to the current clinical formulation, and notes about medication and other interventions that helped the individual in the past.

4.1.7.3. Documenting personal information about the individual's family constellation and developmental history as relevant to the presenting problem and discussion with the individual about natural supports.

4.1.7.4. Documenting any military services for the individuals and/or the individual's family.

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- 4.1.7.5. Consulting with the individual and with outside providers, friends, and family to define strengths and natural supports to help an individual to emerge from a behavioral health crisis and in support of their recovery plan.
 - 4.1.7.6. Completing an alcohol/drug screening by documenting historical and current use of most commonly misused substances, documenting any treatment received, describing the individual's willingness to receive treatment, and ask individuals about nicotine use.
 - 4.1.7.7. Completing a lethality assessment that includes Positive Risk and Protective Factor Analysis, Counseling on Access to Lethal Means (CALM), and Specific Suicide and Violence Inquiry to restrict access to medications, firearms, and other lethal means as a prevention strategy.
 - 4.1.7.8. Determining the lethality risk and risk to others and including protective factors and review of natural supports.
 - 4.1.7.9. Recording of all the individual's current medications.
 - 4.1.7.10. Observing and assessing the individual's capacity and current faculties, and documenting these in the assessment.
 - 4.1.7.11. Developing a working diagnosis and include any information about the diagnosis received from other agencies, providers and record in the Clinical Formulation in Section 4.1.14.1 below.
 - 4.1.7.12. Developing a clinical formulation that will explain the cause of or the nature of the presenting problem and include information that supports the diagnosis that will assist the clinician and the individual with discussing treatment options and discharge planning, including ensuring that a warm hand-off to community treatment providers can be achieved and that the individual has a copy of his or her crisis plan, and safety/aftercare plan.
 - 4.1.7.13. Completing a preliminary treatment plan, the Presumptive Eligibility Form and the Adult Needs and Strengths Assessment (ANSA) to identify areas of an individual's life that need attention, and prioritizing competing needs.
- 4.1.8. The Contractor shall ensure that the appropriate BHCTC staff develops a preliminary treatment plan that authorizes the treatment and support services the individual will receive within the BHCTC to de-escalate from the crisis. The preliminary treatment plan must:



- 4.1.8.1. Provide sufficient detail to ensure BHCTC staff fully understand and are able to provide appropriate services to the individual at the correct intensity and duration needed.
- 4.1.8.2. Be developed as a result of the information learned from the clinical assessment, including the ANSA.
- 4.1.8.3. Include the use of interventions to deescalate the individual's presenting crisis situation within the BHCTC environment by using motivational interviewing with all interactions and, as appropriate, utilization of BHCTC services.
- 4.1.9. Peer Support Services: The Contractor shall ensure that the BHCTC provides Peer Support Services with Peer Support Specialists (PSS) within the BHCTC as follows:
 - 4.1.9.1. The BHCTC will include a Peer Living Room and individuals will be encouraged to spend time in this comfortable setting. In the Peer Living Room, the Contractor shall ensure that individuals have the opportunity and are encouraged to interact with the PSS and are encouraged to begin to participate in treatment planning with the Clinician and Case Management staff. The PSS will promote recovery through sharing of the PSS' own recovery story.
 - 4.1.9.2. Conduct peer-facilitated groups using curriculum from the Illness Management and Recovery (IMR) model, and may include topics such as self-esteem building, self-advocacy and empowerment, life and social skills, emotional building blocks, creative recovery, and other subjects relevant for the individuals accessing the Peer Living Room.
- 4.1.10. Case Management: The Contractor shall ensure that each individual admitted to the BHCTC is provided a Case Manager who is a member of the BHCTC staff. The Case Manager will connect with the applicable clinician or other applicable case manager to gain a preliminary understanding of the individual's service needs. The Case Manager will assist individuals with gaining access to needed medical, social, therapeutic and educational resources. This will include but not be limited to meeting with the individual to further define his or her service needs and to develop, update, or address the Targeted Case Management (TCM) Care Plan. If the individual already has a TCM Care Plan through a CMHC, the Care Plan should be reviewed, updated, and shared with the assigned CMHC case manager. The TCM care plan must:
 - 4.1.10.1. Specify the services and resources required to address the individual's identified needs;



- 4.1.10.2. Include the referrals to support the individual in obtaining the needed services;
- 4.1.10.3. Include monitoring and follow up activities to successfully bridge the individual to a more permanent treatment setting. Such settings may include a variety of resources involved in the continuum of care, such as Peer Support Agency (PSA), residential services, family services, Choices and other Substance Use Disorder (SUD) services, Mobile Crisis Teams and Apartments, Projects to Assist in Transition from Homelessness (PATH), etc.
- 4.1.11. Functional Support Services: The Contractor shall ensure a Case Manager provides a variety of Functional Support Services (FSS) to individuals while at the BHCTC and post discharge as clinically indicated.
 - 4.1.11.1. FSS provided will support individuals with utilizing and practicing skills learned in individual and group therapy within the BHCTC. FSS will also support individuals in reintegration to the community post BHCTC discharge.
 - 4.1.11.2. The Case Manager will encourage the individual to continue engagement with appropriate behavioral health supports post discharge.
- 4.1.12. Crisis Stabilization: The BHCTC will provide individuals short term solution focused therapy with a Master's level clinician. Clinicians will work with each individual to define the individual's client-centered goals and treatment plans. This will include exploring with the individual strategies that have been effective in the past, assisting the individual with mobilizing his or her natural supports, and engaging the individual in Stages of Change and motivational interviewing as appropriate.
- 4.1.13. Group Therapy: The BHCTC will provide daily group therapy and individuals will be encouraged to participate in therapy groups in accordance with the individual's treatment plan. BHCTC clinicians will facilitate group therapy.
- 4.1.14. Substance Use Disorder Services: The BHCTC will provide an on-call SUD Master's level clinician to:
 - 4.1.14.1. Complete biopsychosocial assessments, clinical formulations and diagnoses for individuals who present in the BHCTC with a SUD as needed. The biopsychosocial assessment will determine service needs and the appropriate level of care, and result in a clinical/diagnostic formulation, and the development of



- a provisional treatment plan that identifies and substantiates the need for continued services;
- 4.1.14.2. Provide individual and/or group SUD treatment services to applicable individuals; and
- 4.1.14.3. Facilitate referrals to community-based programs with the BHCTC case manager when appropriate.
- 4.1.15. Clinical Consultation and Supervision: The BHCTC will provide an on-call Psychiatrist to provide clinical consultation and supervision to the BHCTC clinical team. Clinical consultation services provided by a Psychiatrist will be available 365 days per year, 24 hours per day.
- 4.2. No individual triage, assessment, treatment or therapy sessions shall be permitted to take place in BHCTC common areas or the Peer Living Room. The Contractor shall ensure that all HIPAA and other privacy regulations, include 42 CFR Part 2 are adhered to.
- 4.3. BHCTC services must be provided by BHCTC discrete program staff or the Contractor's other appropriately qualified staff who are placed on formal rotation or on a per diem basis to provide discrete services within the BHCTC.
- 4.4. The Contractor shall ensure that services provided by the staff specified in 4.3. are billed under this contract's provisions, and not under any other contract the Contractor has with the Department for the same services.
- 4.5. Because the Contractor has non-BHCTC staff that may provide services to the same individual(s) served by the BHCTC on the same day, the Contractor acknowledges that such services are not billable under the other applicable contract unless those services were provided prior to admission to, or after discharge from, the BHCTC. In such instances, the services shall not be billable under the BHCTC contract.
- 4.5.1. The Contractor shall work with the Department to develop a Department approved conflict of interest policy related to Contractor services under this agreement and self-referrals to Contractor organization SUD treatment and recovery support service programs funded outside of this contract that maintains the integrity of the referral process and client choice in determining placement in care.
- 4.5.2. Services provided by staff specified in 4.3. in the emergency department or other setting as part of the screening and referral process for physical admission to the BHCTC, or post physical discharge from the BHCTC but still under the scope and supervision of the BHCTC for aftercare needed until other community based services are accessed, shall be deemed as being provided under this BHCTC contract and the individual shall be considered in admitted status to the BHCTC for this purpose.



4.6. The Contractor shall ensure that the BHCTC service array specified in section 4.1 through 4.1.15. can be cross-referenced and mapped to one of the following Medicaid and SUD covered services:

- 4.6.1. Laboratory,
- 4.6.2. MH Services: Evaluation and Management; Psychotherapy; Nurse Assessment; Crisis Intervention; IMR; Functional Support Services; Diagnostic Evaluation; Case Management; Medication Management; and
- 4.6.3. SUD Services: Intake; Individual and Group Counseling; Intensive Outpatient; Partial Hospitalization; Peer Recovery; Case Management

4.7. The service array, cross-reference and mapping requirements specified in 4.6. will be further detailed pursuant to the requirements specified below in section 6.2.

5. Staffing

5.1. General BHCTC Staffing Requirements:

5.1.1. The Contractor shall ensure that all potential staff performing services under this contract for the BHCTC provides the following documentation:

- 5.1.1.1. A minimum of two (2) references;
- 5.1.1.2. BEAS State Registry Consent Form;
- 5.1.1.3. Central Registry Name Search Authorization; and
- 5.1.1.4. Criminal Record Release Authorization Form – General.

5.1.2. The Contractor shall ensure, prior to an offer of employment for the BHCTC, the forms in Section 5.1.1.2. through 5.1.1.4. are processed through the appropriate State departments to ensure there is no history of:

- 5.1.2.1. A felony conviction; or
- 5.1.2.2. Any misdemeanor conviction involving:
 - 5.1.2.2.1. Physical or sexual assault;
 - 5.1.2.2.2. Violence;
 - 5.1.2.2.3. Exploitation;
 - 5.1.2.2.4. Child pornography;
 - 5.1.2.2.5. Threatening or reckless conduct;
 - 5.1.2.2.6. Theft;
 - 5.1.2.2.7. Driving under the influence of drugs or alcohol; or



5.1.2.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer.

5.1.3. The Contractor shall ensure results from the forms identified in Section 5.1.2 are kept on file and made available to the Department upon request.

5.1.4. The Contractor shall ensure all BHCTC staff, per diem professionals, and subcontractors are appropriately qualified, licensed or credentialed to provide the applicable services that each such person will provide.

5.1.4.1. The Contractor shall ensure all such personnel comply with the applicable Administrative Rules, Medicaid requirements, and any other state laws, or federal regulations.

5.1.4.2. All BHCTC staff positions identified in subsection 5.2, Detailed BHCTC Staffing Requirements, must meet the minimum qualifications for the applicable position in accordance with the specifications in Exhibit A-1, Minimum Qualifications for the Applicable Position.

5.2. Detailed BHCTC Staffing Requirements

5.2.1. The Contractor must provide, at minimum, the following staffing complement to provide and support delivery of BHCTC services:

5.2.1.1. Master's level clinicians: 4.25 full time equivalent (FTEs) Master's level clinicians. The FTEs specified herein include .2 FTE for on call Master's level clinicians.

5.2.1.2. Case Managers:

5.2.1.2.1. 1.4 FTEs Master's level Case Managers.

5.2.1.2.2. 1.4 FTEs Bachelor's level Case Managers.

5.2.1.3. Registered Nurse: 4.2 FTEs.

5.2.1.4. Advanced Practice Registered Nurse (APRN): 1.4 FTEs

5.2.1.5. On-call APRN: .18 FTEs

5.2.1.6. On-call Substance Use Disorder Clinician: .18 FTEs

5.2.1.7. On-call Psychiatrist: .25 FTE

5.2.1.8. Peer Support Specialists: 4.2 FTEs

5.2.1.9. Security Officer: 2.8 FTEs

5.2.1.10. Program Assistant: 2.0 FTEs

5.2.1.11. Program Coordinator: 1.0 FTE



6. Project Plan

- 6.1. Within 30 business days after the contract effective date, the Contractor shall submit a final project plan to the Department for approval that:
- 6.1.1. Describes the action steps to be taken by the Contractor and the project plan milestones to be reached to ensure the BHCTC is operational within 120 days of contract effective date;
 - 6.1.2. Contains the timeline for completing all action steps and project plan milestones;
 - 6.1.3. Contains a plan for status meetings to occur every two weeks between the Contractor and a Department designee(s) from the contract effective date until the date the Contractor provides the Department with documented evidence that the BHCTC is fully operational and the Department has issued written confirmation of the same.
 - 6.1.3.1. The Department reserves the right to require the Contractor to participate in more frequent meetings and telephone conferences if at any time project plan milestones are not achieved on schedule, project plan elements are incurring costs greater than proposed, or the Department is concerned project plan milestones are not being satisfactorily achieved.
 - 6.1.3.2. The Contractor shall provide bi-weekly project plan update reports to the Department's designee(s) at least four days prior to each bi-weekly status meeting.
 - 6.1.3.3. The Department reserves the right to waive any bi-weekly status meeting or to conduct such meetings through telephonic or web conferencing.
 - 6.1.3.4. If, at any time, the Department determines that achievement of project plan milestones is insufficient to result in the Contractor's ability to deliver operational services within the required date, the Contractor shall be required to develop a corrective action plan that demonstrates how the Contractor will revise the project plan and allocated project resources – including dedicated staff and financial supports – necessary to ensure that the deadline will be met.
 - 6.1.4. Describes and identifies any subcontracting, leasing, purchasing or other legal agreements or regulatory considerations necessary for operationalizing the BHCTC; and
 - 6.1.5. Contains the staffing plan that ensures project plan activities are completed on schedule.



6.2. Financial and Billing Project Plan

- 6.2.1. Within ten (10) business days of the contract effective date, the Contractor and the DHHS designee will schedule a series of meetings to discuss the array of Medicaid services allowable for delivery within the BHCTC and associated coding, claims and encounter data submission, fee rates and any limitations thereof to ensure an initial array of Medicaid/Managed Care billable services and billing parameters are finalized prior to the initiation of service delivery within the BHCTC.
- 6.2.1.1. The array of services, coding, and applicable billing parameters developed shall be subject to mutual agreement of the parties and services shall not be provided to any individual seeking care in the BHCTC until the array is made final and approved by the parties.
- 6.2.1.2. The array of services, once finalized, may be subject to further revision upon mutual agreement of the parties in writing. Rates associated with the array of services to be authorized for delivery in the BHCTC are determined by DHHS, are not subject to negotiation under this agreement, and may be periodically adjusted. In no event shall the rates deviate from the DHHS published rates for the applicable period and provider type.
- 6.2.1.3. The Contractor shall ensure an appropriate complement of its staff subject matter expertise participate in the Financial and Billing Project Planning meetings and perform necessary follow-up to ensure the Contractor's information technology, data reporting, and billing capabilities to submit Medicaid/Managed Care claims for delivered services are fully operational within 120 days of the contract effective date. This shall include, at minimum, the ability to submit claims through the Medicaid Management Information System (MMIS) and mental health services encounter data through Phoenix.

7. Reporting Requirements

- 7.1. Upon the BHCTC becoming operational, the Contractor must provide monthly reports by the tenth (10th) business day of each month, which include, but are not limited to:
- 7.1.1. Number of individuals who received services;
- 7.1.2. Town of residence for each individual;
- 7.1.3. The insurance carrier for each individual who received services;
- 7.1.4. Date and time of each individual's arrival at the BHCTC;



- 7.1.5. Service/or services provided to each individual;
 - 7.1.6. Length of time service or services were provided to each individual;
 - 7.1.7. Whether law enforcement or first responders were involved in the transport of each individual to the BHCTC;
 - 7.1.8. Whether services were provided to each individual by the BHCTC beyond the immediate crisis, and if so, which services and the duration provided;
 - 7.1.9. Statistics on diversions from hospitalizations;
 - 7.1.10. Discharge location type (e.g., hospitalization, mobile crisis apartment bed, crisis respite bed, home, emergency room, etc.);
 - 7.1.11. Referral/inquiry source (e.g., CMHC; ED; law enforcement; individual/family) that led the individual to access BHCTC services, if other than the individual; and
 - 7.1.12. Number of clients with LEP or that required interpretation services.
- 7.2. Beginning upon the contract effective date, the Contractor shall provide:
- 7.2.1. A narrative description of actions completed according to the approved project plan;
 - 7.2.2. Barriers to achieve approved project plan goals; and
 - 7.2.3. Proposed steps to be taken the following month to stay on schedule with approved project plan.
- 7.3. The reporting required in 7.1 through 7.1.12 must be submitted by the Contractor to the Department through the Department's Phoenix system unless otherwise instructed on a temporary basis by the Department's designee monitoring BHCTC treatment and services. Failure to comply with these reporting requirements may result in reimbursement delays pending receipt.
- 7.4. The Contractor must provide analytical reporting that demonstrates:
- 7.4.1. The quality and outcomes of the BHCTC services provided to individuals;
 - 7.4.2. The effectiveness of the BHCTC model in diverting individuals from unnecessary ED presentations or hospitalizations. This must include BHCTC admission and discharge data that, at minimum:
 - 7.4.2.1. Identifies the number of individuals (duplicated and unduplicated) that were: transported to the BHCTC by first responders, initially presented at a hospital ED but were determined suitable for BHCTC services within the community after triage, or presented at the BHCTC from within the community. Discharge data must be similarly identified to ensure diversion is fully evaluated and reported. The



transporting entity and hospital must be identified, and a standardized descriptor for the community setting must be identified, such as home, peer support agency, mobile crisis apartment, etc.;

7.4.3. The effectiveness of the BHCTC's educational and outreach efforts within Region #4 and the outcomes thereof. This must include at minimum:

7.4.3.1. Developing an educational and outreach outcome measurement tool(s) that identifies: inputs, outputs and outcomes by provider type (e.g. hospital, CMHC, first responders, etc.). The data must demonstrate:

7.4.3.1.1. The amount of increased or decreased presentation of individuals at the CHED due to behavioral health reasons;

7.4.3.1.2. The amount, by provider type, of increased or decreased referrals, both from and to community providers, related to individuals' access to BHCTC services.

7.4.4. The effectiveness of the BHCTC's collaboration and coordination efforts with external treatment providers. At minimum, this must include evaluating the effectiveness of:

7.4.4.1. The process by which intakes for community based services post BHCTC discharge are expedited;

7.4.4.2. The Contractor's triage and rapid assessment process. Where such effort may differ based on time or day of the week, the effectiveness must be distinctly evaluated and applicable time periods identified;

7.4.4.3. The Contractor's provision of interventions to bridge the service gap an individual may experience while awaiting an intake;

7.4.4.4. The Contractor's provision of assistance and education to individuals admitted to the BHCTC needing support around navigating the system of care, including insurance companies to access benefits, and seeking eligibility for Medicaid assistance; and

7.4.4.5. The Contractor's ability to collaborate with external treatment providers to ensure the provision of aftercare supports, and services designed for recovery and management of chronic behavioral health conditions after stabilization.



7.5. For the reporting requirements specified in 7.4 through 7.4.4.5., the Contractor shall collaborate with the Department to determine a mutually agreed upon reporting interval, which shall be at least on an annual basis, and the reporting format thereof.

8. Performance Measures

8.1. The Contractor will consult and collaborate with the Department to develop appropriate performance measures that utilize the analytical reporting, required in subsection 7.4, as key data inputs. The analytical data from the first full year of BHCTC operations will serve as the baseline data for subsequent year performance analysis; year over year performance analysis will be conducted thereafter.

8.2. The performance measures will be designed to evaluate:

- 8.2.1. The outcome of BHCTC services on the individuals served by the BHCTC;
- 8.2.2. The outcome of the Contractor's education and outreach efforts to community providers and stakeholders in Region #4; and
- 8.2.3. The efficacy of the interventions and strategies implemented within the BHCTC design.

8.3. Performance measures developed will be subject to Department approval. Once implemented, annual target rates of improvement and a corresponding quality improvement plan will be developed in mutual collaboration.

9. Contract Compliance Audits

9.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

9.2. The corrective action plan shall include:

- 9.2.1. The action(s) that will be taken to correct each deficiency;
- 9.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
- 9.2.3. The specific steps and time line for implementing the actions above;
- 9.2.4. The plan for monitoring to ensure that the actions above are effective; and
- 9.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Minimum Qualifications for the Applicable Position

1. Master's Level Clinicians

- 1.1. Master's degree in Psychology, Social Work or related field required.
- 1.2. Eligibility for a State of New Hampshire License as LCMHC, LICSW, or LMFT required. (Some existing staff who have Master's degrees that are not eligible for licensure in NH have been grandfathered into this position).
- 1.3. Training in crisis intervention services, risk management, assessment of suicide potential and integrated treatment for co-occurring disorders.
- 1.4. Minimum of two (2) years of experience in mental health service provision.

2. Master's Level Case Managers

- 2.1. Master's degree in Psychology, Social Work or related field required.
- 2.2. Eligibility for NH License as LCMHC, LICSW or LMFT required.
- 2.3. Minimum of two (2) years' work experience in a mental health treatment environment preferred.
- 2.4. Experience providing case management or care coordination services in an organization providing behavioral health, SUD or emergency room services is preferred.

3. Bachelors Level Case Manager

- 3.1. Bachelor's degree in Psychology, Social Work, Education, Rehabilitation or Human Services required. (Some staff without the required Bachelor's degree have been grandfathered into their positions, or have pursued a waiver from the State of NH in order to qualify for this position.)
- 3.2. Experience providing case management or care coordination services in an organization providing behavioral health, SUD or emergency room services is preferred.
- 3.3. Knowledge of crisis intervention and IMR required.
- 3.4. Valid driver's license, personal vehicle, and auto insurance or access to a reasonable alternative required.

4. Registered Nurse

- 4.1. Associate's or Bachelor's degree in Nursing required.
- 4.2. Active NH RN license required.
- 4.3. Board certification (or eligible) in Psychiatric/Mental Health Nursing is preferred.



- 4.4. Experience treating patients with a forensic history, diverse clinical profile and clinical co-morbidities is preferred.
5. **Advanced Practice Registered Nurse**
 - 5.1. Master's degree in Nursing (MSN) required.
 - 5.2. Active NH APRN license required.
 - 5.3. Board certification (or eligible for) in Psychiatric/Mental Health Nursing or Clinical Nurse Specialist preferred.
 - 5.4. Valid DEA certificate with prescriptive authority required.
 - 5.5. Experience treating patients experiencing psychiatric crises, diverse clinical profile and clinical co-morbidities is preferred.
6. **On-Call Advanced Practice Registered Nurse**
 - 6.1. Master's degree in Nursing (MSN) required.
 - 6.2. Active NH APRN license required.
 - 6.3. Board certification (or eligible for) in Psychiatric/Mental Health Nursing or Clinical Nurse Specialist preferred.
 - 6.4. Valid DEA certificate with prescriptive authority required.
 - 6.5. Experience treating patients experiencing psychiatric crises, diverse clinical profile and clinical co-morbidities is preferred.
7. **On-Call Substance Use Disorder Clinician**
 - 7.1. Master's degree in social work, psychology, education or related human services field required.
 - 7.2. Current NH license or ability to be licensed as a mental health professional or MLADC by the NH Board of Mental Health Practice preferred.
 - 7.3. Five (5) years of experience in providing substance use disorder treatment preferred.
 - 7.4. Experience working in a crisis mental health provider setting preferred.
 - 7.5. Five (5) years of experience in mental health service delivery preferred.
8. **On-Call Psychiatrist**
 - 8.1. Medical degree (MD or DO)
 - 8.2. NH medical license
 - 8.3. Board certification (or eligible) in Psychiatry.
 - 8.4. Valid DEA certificate with prescriptive authority.



9. Peer Support Specialist

- 9.1. Minimum high school diploma or GED.
- 9.2. Work experience and/or college level education in the human service field is preferred.
- 9.3. Must have lived experience with a willingness to disclose information about personal recovery and successful management of mental health challenges.
- 9.4. Must have a Peer Support certification through a program that is endorsed by the State of New Hampshire or a willingness to work toward such certification.
- 9.5. Training in crisis intervention and IMR.

10. Program Coordinator

- 10.1. Master's degree in Psychology, Social Work or related field required.
- 10.2. Eligibility for NH License as LCMHC, LICSW or LMFT required. (Some existing staff who have Master's degrees that are not eligible for licensure in NH have been grandfathered into this position).
- 10.3. Training in crisis intervention services, risk management, assessment of suicide potential and integrated treatment for co-occurring disorders.
- 10.4. Minimum of two (2) years of experience in mental health service provision.

11. Program Assistant

- 11.1. N/A

12. Security Officer

- 12.1. N/A



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is directly funded with General Funds anticipated to be available based upon continued appropriation. This contract also authorizes the Contractor to seek reimbursement from Federal funding sources as specified herein, conditioned upon continued support of the program by the state and federal governments. Access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.778, Federal Award Identification Number (FAIN) NH20144
2. The State shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with funding requirements. Failure to meet the Scope of Services may jeopardize the funded Contractor's current and/or future funding.
4. **Payment for Behavioral Health Crisis Treatment Center - Start-Up Period:**
 - 4.1. Payment for start-up period expenses incurred by the Contractor shall be made by DHHS based on the start-up budget specified in Exhibit B-1.
 - 4.2. The total of all such payments shall not exceed the specified start-up budget total and shall not exceed the total expenses actually incurred by the Contractor for the start-up period. The following invoice and payment provisions shall apply to the start-up period:
 - 4.2.1. DHHS payments made to the Contractor for start-up period expenses incurred by the Contractor shall be made on a cost reimbursement basis.
 - 4.2.2. The Contractor shall monthly submit an invoice, for start-up period expenses incurred, to the contact specified in paragraph 7.
 - 4.2.3. The invoice for startup cost must contain, at minimum, the actual expense amount incurred by budget line item and routine identifying information similar to the green invoice sheets, as provided by the Department.
5. **Payment for Behavioral Health Crisis Treatment Center Services - Post Implementation Period:**
 - 5.1. Payment for all services and expenses shall be on a cost reimbursement basis only for actual expenditures the Contractor incurs for fulfillment of the contracted services referenced in paragraph 3, less the amount of revenue the Contractor collects from third-party payers and from individuals served for delivery of contracted services.
 - 5.2. The Contractor shall bill and seek reimbursement for Behavioral Health Crisis Treatment Center services provided pursuant to this Agreement from third-party payers as follows:
 - 5.2.1. For Medicaid enrolled Individuals:
 - 5.2.1.1. Through the Department of Health and Human Services' (DHHS) Medicaid Care Management providers: if the individual is enrolled with a Managed Care Organization (MCO), the vendor will be paid in accordance with its contract with the MCO.



Exhibit B

- 5.2.1.2. Through the DHHS Medicaid Fee for Service program: if the individual is not enrolled with a MCO, the vendor will be paid in accordance with the NH DHHS Medicaid Fee for Service (FFS) schedule.
 - 5.2.2. For an individual with other health insurance or other coverage for the services that he or she receives, the Contractor will directly bill the applicable insurance or payors.
 - 5.3. For an individual without health insurance or other coverage for the services he or she receives, individual payment based on the individual's own ability to pay and reimburse the Contractor shall be pursued by the Contractor. However, no individual may be refused services based on ability to pay.
 - 5.4. Payment for operational expenses incurred by the Contractor shall be made by DHHS based on the operational budgets specified in Exhibit B-1.
 - 5.5. For operational costs contained in Exhibit B-1 for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor or be otherwise reimbursed by the individual served, the Contractor will directly bill DHHS to access contract funds provided through this agreement.
6. On a monthly basis the Contractor shall:
- 6.1. Document the expenses incurred for the fulfillment of services referenced in paragraph 3, excluding those services during the start-up period.
 - 6.2. Document the revenue received in response to the billing referenced in paragraphs 5.1 through 5.3, above.
 - 6.3. Submit the documentation identified in paragraphs 6.1. and 6.2. on the Department approved invoice template.
 - 6.4. Identify the amounts of reimbursement to be billed under this contract for the applicable month in accordance with Section 5.5 above.
 - 6.5. Services eligible for payment, pursuant to 5.3. above, of contract funds shall be paid to the Contractor within 45 days of the DHHS invoice receipt.
 - 6.6. The Contractor shall itemize all expenses consistent with the budget line item number in accordance with Exhibits B-1 for the applicable period.
 - 6.7. The Contractor shall not seek payment of contract funds for services the Contractor bills to Medicaid or other insurance payors unless the following occurs:
 - 6.7.1. If services the Contractor has billed to Medicaid or other insurance payors are not paid for consistent with the applicable reimbursement arrangement, the Contractor may invoice DHHS for the cost of services billed to such payors only after exhausting claims appeal processes or other resolution avenues allowable under the respective insurance plan.
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted to:

Financial Manager
Bureau of Mental Health Services
105 Pleasant Street
Main Bldg., 1st Floor North
Concord, NH 03301



Exhibit B

- 7.1. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
9. Notwithstanding paragraph 7, payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
11. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
12. Notwithstanding paragraph 18 of the P-37 General Provisions, a contract amendment limited to the adjustments of amounts, between budget line items and/or State Fiscal Years, and within the price limitation identified in Block 1.8 of the P-37 General Provisions, and amendment of related budget exhibits, may be made by written agreement of both parties through the Budget Office if needed and justified, without further approval from the Governor and Executive Council.
13. The Department reserves the right to recover any programs funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the end of the fiscal year.
14. Any expenditure that exceeds the approved services shall be solely the financial responsibility of the Contractor.

PE

12/24/18

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Behavioral Health Crisis Treatment Center and Supports
(Name of RFP)

Budget Period: SFY 2019 - Start Up Period Costs Only

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 147,276	\$ 12,470	\$ 159,746	% program exp: total expense
2. Employee Benefits	\$ 23,535	\$ 2,775	\$ 26,309	% program exp: total expense
3. Consultants	\$ -	\$ 780	\$ 780	% program exp: total expense
4. Equipment:				
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 912	\$ 912	% program exp: total expense
Purchase/Depreciation	\$ 36,884	\$ -	\$ 36,884	
5. Supplies:				
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ 7	\$ 7	% program exp: total expense
Office	\$ 2,500	\$ 922	\$ 3,422	% program exp: total expense
6. Travel	\$ -	\$ 593	\$ 593	% program exp: total expense
7. Occupancy	\$ -	\$ 2,316	\$ 2,316	% program exp: total expense
8. Current Expenses				
Telephone	\$ -	\$ 192	\$ 192	% program exp: total expense
Postage	\$ -	\$ 74	\$ 74	% program exp: total expense
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ 1,075	\$ 1,075	% program exp: total expense
Insurance	\$ -	\$ 157	\$ 157	% program exp: total expense
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 15,000	\$ 589	\$ 15,589	% program exp: total expense
11. Staff Education and Training	\$ -	\$ 513	\$ 513	% program exp: total expense
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ 1,395	\$ 1,395	Depreciation, Building, % program exp: total expense
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 225,195	\$ 24,771	\$ 249,966	

Indirect As A Percent of Direct

11.0%

Contractor Initials: KS

Date: 12/21/18

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Behavioral Health Crisis Treatment Center and Supports
(Name of RFP)

Budget Period: SFY 2018

Line Item	Contract (100% General) Funds			Other Revenue (Medicaid, 3rd Party Payers, etc.)			Total BHCTC Operating Budget			Allocation Method for Indirect/Fixed Cost
	Direct	Indirect	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 201,867	\$ 17,167	\$ 219,034	\$ 123,860	\$ 10,915	\$ 134,775	\$ 325,776	\$ 26,703	\$ 352,479	% program exp. total expense
2. Employee Benefits	\$ 62,836	\$ 3,558	\$ 66,394	\$ 38,660	\$ 2,420	\$ 41,080	\$ 101,360	\$ 6,368	\$ 107,728	% program exp. total expense
3. Consultants	\$ 35,531	\$ 1,113	\$ 36,644	\$ 21,804	\$ 883	\$ 22,687	\$ 67,335	\$ 1,795	\$ 69,130	% program exp. total expense
4. Equipment:										
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 880	\$ 1,302	\$ 2,182	\$ 418	\$ 750	\$ 1,216	\$ 1,098	\$ 2,100	\$ 3,198	% program exp. total expense
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:										
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ 158	\$ 10	\$ 168	\$ 65	\$ 8	\$ 101	\$ 250	\$ 18	\$ 268	% program exp. total expense
Office	\$ 2,541	\$ 1,315	\$ 3,856	\$ 1,650	\$ 807	\$ 2,360	\$ 4,100	\$ 2,122	\$ 6,222	% program exp. total expense
6. Travel	\$ 1,707	\$ 847	\$ 2,554	\$ 1,103	\$ 519	\$ 1,622	\$ 2,900	\$ 1,366	\$ 4,266	% program exp. total expense
7. Occupancy	\$ 1,560	\$ 3,304	\$ 4,872	\$ 563	\$ 2,027	\$ 2,600	\$ 2,531	\$ 5,331	\$ 7,862	% program exp. total expense
8. Current Expenses:										
Telephone	\$ 488	\$ 278	\$ 766	\$ 290	\$ 158	\$ 468	\$ 788	\$ 443	\$ 1,230	% program exp. total expense
Postage	\$ 77	\$ 106	\$ 183	\$ 48	\$ 84	\$ 112	\$ 125	\$ 170	\$ 295	% program exp. total expense
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 775	\$ 1,534	\$ 2,309	\$ 476	\$ 941	\$ 1,417	\$ 1,350	\$ 2,475	\$ 3,725	% program exp. total expense
Insurance	\$ 1,680	\$ 224	\$ 1,904	\$ 1,154	\$ 137	\$ 1,291	\$ 3,034	\$ 361	\$ 3,395	% program exp. total expense
9. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,826	\$ 840	\$ 2,738	\$ 1,164	\$ 515	\$ 1,679	\$ 3,060	\$ 1,365	\$ 4,415	% program exp. total expense
11. Staff Education and Training	\$ 4,013	\$ 732	\$ 4,745	\$ 2,402	\$ 440	\$ 2,912	\$ 6,475	\$ 1,182	\$ 7,657	% program exp. total expense
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specify details mandatory):	\$ -	\$ 1,980	\$ 1,980	\$ -	\$ 1,221	\$ 1,221	\$ -	\$ 3,210	\$ 3,210	Depreciation, Building, % program exp. total expense
TOTAL	\$ 316,124	\$ 35,334	\$ 351,458	\$ 103,002	\$ 21,643	\$ 124,645	\$ 610,116	\$ 57,017	\$ 667,133	

Indirect As A Percent of Direct

11.2%

Contractor Initials: RE

Date: 12/21/18

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Rheboard Community Mental Health, Inc.

Budget Requested for: Behavioral Health Crisis Treatment Center and
Supports
(Year of 1999)

Budget Period: FFY 2000

Line Item	Contract (100% General) Funds		Other Revenue (Medicaid, 3rd Party Payers, etc.)		Total BHCTC Operating Budget		Allocation Method for Indirect/Field Cost
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	87,240	7,321	207,874	43,868	1,355,226	117,109	1,472,333 % program exp. total expense
2. Employee Benefits	263,731	18,263	158,073	8,765	421,824	28,087	450,911 % program exp. total expense
3. Consultants	140,261	4,560	87,065	2,745	233,826	7,325	241,151 % program exp. total expense
4. Equipment							
5. Rental							
6. Travel							
7. Postage							
8. Current Expenses	2,807	8,354	1,876	3,211	4,460	8,562	13,022 % program exp. total expense
9. Health and Maintenance							
10. Purchase/Procurement							
11. Supplies							
12. Educational							
13. Lab							
14. Pharmacy							
15. Medical	634	42	343	25	1,000	87	1,087 % program exp. total expense
16. Office	10,450	8,413	8,285	3,245	18,791	8,824	25,325 % program exp. total expense
17. Travel	7,397	3,485	4,433	2,086	11,833	5,873	17,406 % program exp. total expense
18. Occupancy	8,407	13,660	3,870	8,151	10,931	21,751	32,078 % program exp. total expense
19. Current Expenses							
20. Telephone	2,000	1,130	1,204	877	3,713	1,807	5,520 % program exp. total expense
21. Postage	319	433	161	250	810	628	1,438 % program exp. total expense
22. Subscriptions							
23. Audit and Legal	3,180	8,314	1,811	3,785	5,100	10,058	15,158 % program exp. total expense
24. Insurance	7,740	822	4,630	653	13,360	1,274	14,634 % program exp. total expense
25. Board Expenses							
26. Software							
27. Marketing/Communications	7,600	3,458	4,873	2,073	12,425	3,520	15,945 % program exp. total expense
28. Staff Education and Training	16,318	3,015	8,600	1,807	24,711	4,822	31,533 % program exp. total expense
29. Subcontracts/Agreements							
30. Other (specify details mandatory)							
TOTAL	1,322,874	125,330	782,773	87,170	2,115,207	232,859	2,348,077 % program exp. total expense

Contractor Initial: PC
Date: 12/25/18

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Riverbend Community Mental Health, Inc.

Behavioral Health Crisis Treatment Center and
Budget Request for: Supports
(Name of RFP)

Budget Period: 8FY 2021

Line Item	Contract (100% General) Funds			Other Revenue (Medical, 3rd Party Payers, etc.)			Total BHCIC Operating Budget			Allocation Method for Indirect/Fixed Cost
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 888,987	\$ 78,339	\$ 967,326	\$ 520,468	\$ 44,100	\$ 564,568	\$ 1,409,435	\$ 119,449	\$ 1,528,884	% program exp. total expense
2. Employee Benefits	\$ 276,884	\$ 18,783	\$ 295,667	\$ 181,982	\$ 8,815	\$ 190,797	\$ 438,876	\$ 28,578	\$ 467,454	% program exp. total expense
3. Consultants	\$ 150,484	\$ 4,713	\$ 155,197	\$ 84,111	\$ 2,750	\$ 86,861	\$ 238,805	\$ 7,472	\$ 246,277	% program exp. total expense
4. Equipment:										
Rental										
Repair and Maintenance	\$ 2,882	\$ 8,513	\$ 11,395	\$ 1,887	\$ 3,228	\$ 5,115	\$ 4,560	\$ 8,741	\$ 13,310	% program exp. total expense
Purchase/Depreciation										
5. Supplies:										
Educational										
Lab										
Pharmacy										
Medical	\$ 650	\$ 43	\$ 693	\$ 384	\$ 25	\$ 409	\$ 1,040	\$ 68	\$ 1,108	% program exp. total expense
Office	\$ 10,782	\$ 5,870	\$ 16,652	\$ 8,301	\$ 3,281	\$ 11,582	\$ 17,083	\$ 8,831	\$ 25,914	% program exp. total expense
6. Travel	\$ 7,811	\$ 3,585	\$ 11,396	\$ 4,458	\$ 2,060	\$ 6,518	\$ 12,087	\$ 6,885	\$ 18,972	% program exp. total expense
7. Occupancy	\$ 6,844	\$ 13,983	\$ 20,827	\$ 3,860	\$ 8,183	\$ 12,043	\$ 10,534	\$ 22,188	\$ 32,720	% program exp. total expense
8. Current Expenses										
Telephone	\$ 2,087	\$ 1,183	\$ 3,270	\$ 1,210	\$ 681	\$ 1,891	\$ 3,277	\$ 1,844	\$ 5,121	% program exp. total expense
Postage	\$ 328	\$ 445	\$ 773	\$ 182	\$ 281	\$ 463	\$ 520	\$ 708	\$ 1,228	% program exp. total expense
Subscriptions										
Audit and Legal	\$ 3,281	\$ 8,487	\$ 11,768	\$ 1,821	\$ 3,804	\$ 5,625	\$ 8,202	\$ 10,301	\$ 15,503	% program exp. total expense
Insurance	\$ 7,884	\$ 848	\$ 8,732	\$ 4,863	\$ 565	\$ 5,428	\$ 12,827	\$ 1,504	\$ 14,331	% program exp. total expense
Board Expenses										
9. Software										
10. Marketing/Communications	\$ 8,032	\$ 3,558	\$ 11,590	\$ 4,703	\$ 2,083	\$ 6,786	\$ 12,734	\$ 6,841	\$ 19,575	% program exp. total expense
11. Staff Education and Training	\$ 18,998	\$ 3,102	\$ 22,100	\$ 9,951	\$ 1,818	\$ 11,769	\$ 28,848	\$ 4,818	\$ 33,666	% program exp. total expense
12. Subcontract/Agreements										
13. Other:		\$ 8,427	\$ 8,427		\$ 4,834	\$ 4,834		\$ 13,380	\$ 13,380	depreciation, starting. % program exp. total expense
TOTAL	\$ 1,383,388	\$ 148,860	\$ 1,532,248	\$ 808,928	\$ 187,822	\$ 996,750	\$ 2,183,207	\$ 217,282	\$ 2,400,489	

Indirect As A Percent of Direct

10.8%

Contractor Initials: RC

Date: 12/21/18

8/12/21
3/

Line Item	Contract (100% General) Funds		Other Revenue (Medical, 3rd Party Payers, etc.)		Total BHCPC Operating Budget	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salaries/Wages	145,115	8,823	228,115	67,500	15,665	241,600
2. Employee Benefits	2,454	79,836	1,387	45,863	121,644	125,498
3. Contract	77,412	2,454	121,644	45,863	3,811	125,498
4. Equipment	-	-	-	-	-	-
5. Furniture and Maintenance	1,442	2,836	2,470	2,530	4,458	4,788
6. Travel	-	-	-	-	-	-
7. Occupancy	3,418	7,168	8,372	11,515	11,515	18,887
8. Current Expenses	1,005	1,061	1,871	265	640	2,812
9. Postage	160	220	228	265	360	628
10. Printing	1,005	608	1,871	265	640	2,812
11. Audit and Legal	1,848	3,342	2,877	2,853	8,354	7,507
12. Insurance	4,007	4,585	2,822	8,440	787	7,207
13. Board Expenses	-	-	-	-	-	-
14. Subscriptions	-	-	-	-	-	-
15. Marketing/Communications	4,132	1,820	4,406	4,406	2,877	8,211
16. Staff Education and Training	8,743	10,338	8,913	13,743	2,508	18,251
17. Subpoenas/Agreements	-	-	-	-	-	-
18. Other	4,326	4,326	2,470	2,470	6,814	6,814
TOTAL	279,242	118,843	1,137,980	1,137,980	121,014	1,258,994

Budget Period: July 1, 2021 - December 31, 2021

Budget Request for: Support

(Name of Dept)

Bayerwald Health Crisis Treatment Center and

Midwest/Contractor Name: Riverbend Community Mental Health, Inc.

New Hampshire's Department of Health and Human Services



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



- 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.

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:**
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



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

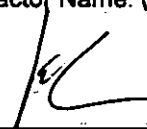


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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.

12-21-18
Date

Contractor Name: Riverbend Community Mental Health, Inc

Name: Peter Evers
Title: president & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

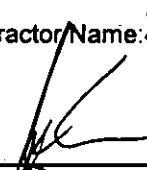
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

12/21/18
Date

Contractor Name: Riverbend Community Mental Health, Inc.

Name: Peter Evers
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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


PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

12/21/18
Date

Contractor Name: Rivertend Community Mental Health, Inc.

Name: Peter Evers
Title: President & CEO



**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

PE

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



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

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

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

12/21/18
Date

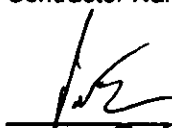
Contractor Name: Riverbend Community Mental Health, Inc.

Name: Peter Evers
Title: President & CEO

Exhibit G

Contractor Initials PE

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Riverbend Community Mental Health, Inc.

12/21/18
Date

Name: Peter EVERS
Title: President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

<p><u>Department of Health and Human Services</u> The State</p> <p><u>Katja S Fox</u> Signature of Authorized Representative</p> <p><u>Katja S Fox</u> Name of Authorized Representative</p> <p><u>Director</u> Title of Authorized Representative</p> <p><u>12/21/18</u> Date</p>	<p><u>Riverbend Community Mental Health, Inc</u> Name of the Contractor</p> <p><u>[Signature]</u> Signature of Authorized Representative</p> <p><u>Peter EVERS</u> Name of Authorized Representative</p> <p><u>President & CEO</u> Title of Authorized Representative</p> <p><u>12/21/18</u> Date</p>
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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.

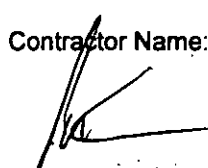
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Riverbend Community Mental Health, Inc.

12/21/18
Date


Name: Peter Evers
Title: president & CEO



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: 081258915
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open



DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

[Handwritten signature]



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62509

Certificate Number : 0004081412



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
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 February 22, 2018:

RESOLVED: That the President & CEO

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 21st day of December, 2018.
(Date Contract Signed)

4. Peter Evers is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Andrea D Beaudoin
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 21st day of Dec, 2018.

By Andrea Beaudoin
(Name of Elected Officer of the Agency)

Jaime Corwin
(Notary Public/Justice of the Peace)

(NOTARY SEAL):

JAIME L. CORWIN, Justice of the Peace
State of New Hampshire
My Commission Expires July 19, 2022

Commission Expires: _____

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (AC, No, Ext): 855 874-0123 FAX (AC, No): E-MAIL: ADDRESS:	
INSURED Riverbend Community Mental Health Inc. 3 North State Street Concord, NH 03302		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Philadelphia Indemnity Insurance Co.	NAIC # 18058
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

INSR LYR	TYPE OF INSURANCE	ADDL INSR	INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded:\$10K GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1887047	10/01/2018	10/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1887039	10/01/2018	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB649000	10/01/2018	10/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK1887047	10/01/2018	10/01/2018	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2018

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


PRODUCER Davits & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC	
	PHONE (A/C, No, Ext): (603) 715-9754	FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com		
INSURED Riverbend Community Mental Health Inc c/o Angela Greene PO Box 2032 Concord, NH 03302	INSURER(S) AFFORDING COVERAGE	
	INSURER A: A.I.M Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL (RSD)	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC60040001272018A	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of NH - Dept of Health & Human Services 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 

Riverbend Community Mental Health, Inc.

Mission

We care for the mental health of our community.

Vision

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

Values

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2018

Riverbend Community Mental Health, Inc.
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June 30, 2018

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statements of operations 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 misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2018, 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.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 through 18 is presented for 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 auditing 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.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 5, 2018

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,926,405	\$ 2,462,609
Client service fees receivable, net	1,221,980	1,071,565
Other receivables	501,028	656,002
Investments	7,580,964	7,433,862
Prepaid expenses	89,261	126,744
Tenant security deposits	<u>23,836</u>	<u>23,763</u>
TOTAL CURRENT ASSETS	<u>12,343,474</u>	<u>11,774,545</u>
 PROPERTY & EQUIPMENT, NET	 <u>10,441,620</u>	 <u>10,517,897</u>
 OTHER ASSETS		
Interest rate swap	50,135	-
Investment in Behavioral Information Systems	<u>101,340</u>	<u>100,893</u>
TOTAL OTHER ASSETS	<u>151,475</u>	<u>100,893</u>
 TOTAL ASSETS	 <u>\$ 22,936,569</u>	 <u>\$ 22,393,335</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 281,650	\$ 86,550
Accrued expenses	566,806	564,121
Tenant security deposits	23,961	23,763
Accrued compensated absences	723,251	660,849
Current portion of long-term debt	214,060	215,980
Deferred revenue	<u>68,170</u>	<u>62,358</u>
TOTAL CURRENT LIABILITIES	<u>1,877,898</u>	<u>1,613,621</u>
 LONG-TERM LIABILITIES		
Long-term debt, less current portion	6,566,212	6,780,273
Unamortized debt issuance costs	<u>(274,759)</u>	<u>(373,480)</u>
Long-term debt, net of unamortized debt issuance costs	<u>6,291,453</u>	<u>6,406,793</u>
 Interest rate swap liability	 -	 126,638
TOTAL LONG-TERM LIABILITIES	<u>6,291,453</u>	<u>6,533,431</u>
 NET ASSETS		
Unrestricted	11,416,536	10,802,587
Temporarily restricted	<u>3,350,682</u>	<u>3,443,696</u>
TOTAL NET ASSETS	<u>14,767,218</u>	<u>14,246,283</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 22,936,569</u>	 <u>\$ 22,393,335</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2018			2017
	Unrestricted	Temporarily Restricted	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	\$ 609,347	\$ -	\$ 609,347	\$ 1,440,068
State of New Hampshire – BBH	1,593,326	5,350	1,598,676	1,831,155
In-kind donations	170,784	-	170,784	170,784
Contributions	104,724	-	104,724	89,107
Other	789,533	-	789,533	711,444
Total Public Support	<u>3,267,714</u>	<u>5,350</u>	<u>3,273,064</u>	<u>4,242,558</u>
Revenues -				
Client service fees, net of provision for bad debts	20,872,012	-	20,872,012	19,421,000
Other	4,778,125	-	4,778,125	3,629,825
Net assets released from restrictions	182,224	(182,224)	-	-
Total Revenues	<u>25,832,361</u>	<u>(182,224)</u>	<u>25,650,137</u>	<u>23,050,825</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>29,100,075</u>	 <u>(176,874)</u>	 <u>28,923,201</u>	 <u>27,293,383</u>
 PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,361,920	-	5,361,920	4,947,705
Emergency services	1,036,643	-	1,036,643	1,117,305
ACT Team	1,562,392	-	1,562,392	1,366,877
Outpatient - Concord	4,369,800	-	4,369,800	4,248,373
Outpatient - Franklin	2,021,989	-	2,021,989	1,876,229
Multi-Service Team - Community Support Program	5,610,044	-	5,610,044	5,321,409
Mobile Crisis Team	2,224,997	-	2,224,997	1,821,258
Community Residence - Twitchell	954,765	-	954,765	912,165
Community Residence - Fellowship	586,760	-	586,760	554,297
Restorative Partial Hospital	601,282	-	601,282	564,378
Supportive Living - Community	1,363,857	-	1,363,857	1,296,510
Other Non-BBH	3,073,506	-	3,073,506	2,024,109
Administrative	(51,885)	-	(51,885)	197,289
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>28,716,070</u>	<u>-</u>	<u>28,716,070</u>	<u>26,247,904</u>
 EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	 <u>384,005</u>	 <u>(176,874)</u>	 <u>207,131</u>	 <u>1,045,479</u>
 OTHER INCOME (EXPENSE)				
Loss on Extinguishment of Debt	(138,302)	-	(138,302)	-
Investment Income	191,473	83,860	275,333	717,889
TOTAL OTHER INCOME	<u>53,171</u>	<u>83,860</u>	<u>137,031</u>	<u>717,889</u>
 TOTAL INCREASE (DECREASE) IN NET ASSETS	 <u>437,176</u>	 <u>(93,014)</u>	 <u>344,162</u>	 <u>1,763,368</u>
 NET ASSETS, BEGINNING OF YEAR	 <u>10,802,587</u>	 <u>3,443,696</u>	 <u>14,246,283</u>	 <u>12,401,770</u>
Change in fair value of interest rate swap	176,773	-	176,773	81,145
 NET ASSETS, END OF YEAR	 <u>\$ 11,416,536</u>	 <u>\$ 3,350,682</u>	 <u>\$ 14,767,218</u>	 <u>\$ 14,246,283</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 344,162	\$ 1,763,368
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	878,768	844,950
Unrealized (gain) loss on investments	(100,619)	413,665
Loss on extinguishment of debt	138,302	
Changes in:		
Client service fee receivables	(150,415)	623,714
Other receivables	154,974	(268,781)
Prepaid expenses	37,483	(32,616)
Tenant security deposits	125	-
Restricted cash - Rural Development Fund	-	21,396
Accounts payable and accrued expenses	260,187	156,891
Deferred revenue	<u>5,812</u>	<u>(79,020)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,568,779</u>	<u>3,443,567</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(811,994)	(524,069)
Investment activity, net	<u>(46,930)</u>	<u>(1,128,579)</u>
NET CASH (USED) IN INVESTING ACTIVITIES	<u>(858,924)</u>	<u>(1,652,648)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Debt issuance cost	(30,078)	-
Principal payments on long-term debt	<u>(215,981)</u>	<u>(346,495)</u>
NET CASH (USED) BY FINANCING ACTIVITIES	<u>(246,059)</u>	<u>(346,495)</u>
NET INCREASE IN CASH	463,796	1,444,424
CASH AT BEGINNING OF YEAR	<u>2,462,609</u>	<u>1,018,185</u>
CASH AT END OF YEAR	<u>\$ 2,926,405</u>	<u>\$ 2,462,609</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 286,387</u>	<u>\$ 303,095</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. 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). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

Grants

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of Riverbend for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as expenses when expended for the specific purpose for which they were given.

In 2002, Riverbend developed an endowment fund to support current programs and to expand community mental health services in the future. These funds were raised through a capital campaign "Helping People Help Themselves".

Estimates

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

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.

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend 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 doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for 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.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$1,383,510 and \$1,251,893 as of June 30, 2018 and 2017, respectively. The allowance for doubtful accounts represents 53% and 54% of total accounts receivable as of June 30, 2018 and 2017, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend 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 provision for bad debts) recognized during the year ended June 30, 2018 totaled \$20,872,012, of which \$20,409,790 was revenue from third-party payors and \$462,222 was revenue from self-pay clients.

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

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising

Advertising costs are expensed as incurred. Total costs were \$103,965 and \$89,117 at June 30, 2018 and 2017, respectively.

NOTE 2 CASH

At June 30, 2018 and 2017, the carrying amount of cash deposits was \$2,950,405 and \$2,486,372 and the bank balance was \$3,017,642 and \$2,602,200. Of the bank balance, \$1,050,649 and \$1,051,231 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$-0- and \$1,547,196 was covered by an irrevocable letter of credit with TD Bank, N.A., \$1,966,994 and \$-0- was offset by debt, and the remaining \$-0- and \$3,773 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2018</u>	<u>2017</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 937,441	\$ 828,085
Receivable from insurance companies	387,198	452,458
Medicaid receivable	1,089,321	871,840
Medicare receivable	191,871	171,355
Housing fees	<u>(341)</u>	<u>(280)</u>
	2,605,490	2,323,458
Allowance for doubtful accounts	<u>(1,383,510)</u>	<u>(1,251,893)</u>
	<u>\$1,221,980</u>	<u>\$1,071,565</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2018

NOTE 3 ACCOUNTS RECEIVABLE (continued)

	<u>2018</u>	<u>2017</u>
ACCOUNTS RECEIVABLE - OTHER		
Merrimack County Drug Court	\$ 146,425	\$ -
Concord Hospital	131,690	83,997
Federal Grant	99,216	224,981
Behavioral Information System - BIS	40,131	44,782
Beacon Health Options - MCO	32,836	-
Due from Penacook Assisted Living Facility	13,761	14,160
Other	<u>36,969</u>	<u>288,082</u>
	<u>\$ 501,028</u>	<u>\$ 656,002</u>

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<u>2018</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 297,168	\$ -	\$ 297,168
U.S. Treasuries	49,426	496	49,922
Corporate Bonds	885,154	(25,303)	859,851
Exchange Traded Funds	3,874,998	329,768	4,204,766
Equities	111,042	(7,096)	103,946
Mutual Funds	<u>2,083,238</u>	<u>(17,927)</u>	<u>2,065,311</u>
	<u>\$7,301,026</u>	<u>\$ 279,938</u>	<u>\$7,580,964</u>
<u>2017</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 125,743	\$ -	\$ 125,743
U.S. Treasuries	49,600	605	50,205
Corporate Bonds	695,355	(8,639)	686,716
Exchange Traded Funds	4,129,848	343,103	4,472,951
Equities	106,543	(2,557)	103,986
Mutual Funds	<u>1,918,999</u>	<u>75,262</u>	<u>1,994,261</u>
	<u>\$7,026,088</u>	<u>\$ 407,774</u>	<u>\$7,433,862</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2018

NOTE 4 INVESTMENTS (continued)

Investment income (losses) consisted of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Interest and dividends	\$ 195,629	\$ 211,788
Realized gains (losses)	221,703	117,466
Unrealized gains (losses)	(100,619)	413,665
Fee expenses	(41,827)	(39,404)
Returns from BIS	<u>447</u>	<u>14,374</u>
 TOTAL	 <u>\$ 275,333</u>	 <u>\$ 717,889</u>

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. 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.

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2018

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2018</u>	<u>2017</u>
Land	\$ 953,387	\$ 953,387
Buildings	14,886,509	14,843,708
Leasehold Improvements	410,706	351,960
Furniture and Fixtures	3,585,143	3,426,328
Equipment	1,686,694	1,423,269
Software licenses	162,848	162,848
CIP	<u>252,598</u>	<u>-</u>
	21,937,885	21,161,500
Accumulated Depreciation	<u>(11,496,265)</u>	<u>(10,643,603)</u>
 NET BOOK VALUE	 <u>\$ 10,441,620</u>	 <u>\$ 10,517,897</u>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2018 and 2017, Riverbend paid BIS \$40,239 and \$43,135, respectively, for software support and services.

BIS owed Riverbend \$40,131 and \$44,782 at June 30, 2018 and 2017, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2018

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2018</u>	<u>2017</u>
Mortgage payable, \$105,350 note dated 2/17/00, secured by Kendall St. property. Interest at 0.0%, annual principal payments of \$5,268 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	\$ 5,706	\$ 10,974
Mortgage payable, \$175,842 note dated 1/30/03, secured by Pleasant St. property. Interest at 0.0%, annual principal payments of \$8,792 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	39,566	48,357
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,340,000	3,475,000
Note payable, New Hampshire Health and Education Facilities Authority, \$100,000 note dated January 2013. Monthly payments of principal and interest of \$1,709 at 1% interest. Matured January 2018.	-	11,922
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,395,000	-

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 8 LONG-TERM DEBT (continued)

	<u>2018</u>	<u>2017</u>
Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond was refinanced September 2017.	-	3,450,000
	<u>6,780,272</u>	<u>6,996,253</u>
Less: Current Portion	<u>(214,060)</u>	<u>(215,980)</u>
Long-term Debt	<u>6,566,212</u>	<u>6,780,273</u>
Less: Unamortized debt issuance costs	<u>(274,759)</u>	<u>(373,480)</u>
	<u>\$6,291,453</u>	<u>\$6,406,793</u>

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2019	\$ 214,060
2020	219,230
2021	228,792
2022	238,792
2023	244,397
Thereafter	<u>5,635,001</u>
	<u>\$ 6,780,272</u>

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for \$3,395,000 and expires September 1, 2028.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2018

NOTE 9 DEFERRED INCOME

	<u>2018</u>	<u>2017</u>
Concord Hospital/Dartmouth Hitchcock	<u>\$ 68,170</u>	<u>\$ 62,358</u>

NOTE 10 LINE OF CREDIT

As of June 30, 2018, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be February 28, 2019 and the decision to review the line of credit will be at the sole discretion of the lender.

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>\$ 13,761</u>	<u>\$ 12,368</u>

Riverbend collected \$82,855 and \$86,729 for property management services and \$78,109 and \$63,463 for contracted housekeeping services from the affiliate during the years ended June 30, 2018 and 2017, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2018 and 2017, such contributions were \$297,889 and \$236,762, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2019	\$ 119,606
2020	121,226
2021	122,896
2022	124,616
2023	<u>91,610</u>
	<u>\$ 579,954</u>

Total rent expense for the years ended June 30, 2018 and 2017 was \$76,440 and \$30,371, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 5, 2018, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2018, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2018, with
 Comparative Totals for 2017

	2018	Total	Total	Children &	Emergency	Restorative	Choice, RCA, Inpatient, Autism, Drug Court (Non-Eligible)	ACT Team	Multi- Service Team	Mobile Orals Team	Comm. Res. Trenchell	Comm. Res. Fellowship	Comm. Supp. Living	Supp. Living Fellowship	RCSH Mgmt. Services (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	Integrated Care (Federal)	Section 1115 Waiver (Non-BBH)	2017
	Total	Admin.	Programs	Adolescents	Services/ Assessment	Partial Hospital														
PROGRAM SERVICE FEES																				
Net Client Fees	\$ 462,222	\$ -	\$ 462,222	\$ 109,461	\$ 18,805	\$ 3,220	\$ 173,779	\$ 29,208	\$ 99,008	\$ 40,218	\$ 10,717	\$ (14,128)	\$ 20,451	\$ -	\$ -	\$ -	\$ 5,017	\$ 215	\$ -	\$ 462,798
HMO's	638,138	-	638,138	289,208	55,738	100	354,862	15,811	103,875	34,844	-	-	-	-	-	-	-	-	-	1,022,907
Blue Cross/Blue Shield	453,828	-	453,828	118,385	27,180	(538)	228,432	4,823	53,183	21,503	-	-	-	-	-	-	-	-	-	865,888
Medicaid	17,378,074	657,181	18,035,255	3,822,853	177,488	371,537	789,011	800,257	8,107,853	233,808	382,808	135,938	606,812	-	-	-	-	-	-	15,839,310
Medicare	698,815	-	698,815	157,362	2,858	7,778	215,738	23,058	446,882	2,494	-	-	(87)	-	-	-	-	-	-	742,238
Other Insurance	827,880	-	827,880	65,773	30,888	7,542	340,882	8,623	57,528	25,482	(29)	-	(87)	-	-	-	-	-	-	821,880
Other Program Fees	512,957	300	513,257	-	-	-	24,957	-	17,886	-	132,210	-	238,888	-	-	-	-	-	-	688,254
PROGRAM SALES																				
Service	4,778,125	-	4,778,125	-	1,031,302	-	1,467,847	-	4,544	-	-	-	-	-	980,825	32,745	-	-	-	6,269,316
PUBLIC SUPPORT																				
United Way	11,880	-	11,880	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	122,982
Local/County Govt.	4,000	-	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000
Donations/Contributions	104,724	14,512	119,236	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	117,736
Other Public Support	713,884	68,274	782,158	7,128	-	295	25,000	-	110	855	-	-	-	-	11,880	-	-	1,294,007	-	3,543,088
DCYF	-	-	-	24,970	1,388	-	487,551	-	27,882	82,338	400	-	727	-	88,824	1,888	8,882	100	-	88,821
FEDERAL FUNDING																				
Other Federal Grants	573,100	-	573,100	-	3,854	-	-	-	-	-	-	-	-	-	-	-	-	-	-	576,954
PATH	30,247	-	30,247	-	-	-	-	182,501	-	-	-	-	-	-	-	-	-	-	-	30,247
IN-KIND DONATIONS																				
OTHER REVENUES	170,784	-	170,784	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	170,784
BBH	98,888	3,328	102,216	5,283	888	48	7,826	1,030	5,881	88	144,888	-	38,247	-	-	-	-	-	-	190,881
BBH	1,888,878	-	1,888,878	8,007	3,854	-	-	182,500	7,888	1,388,318	28	321	-	-	35,000	-	84	-	-	1,821,188
TOTAL PROGRAM REVENUES	\$ 28,823,201	\$ 743,876	\$ 29,567,077	\$ 4,695,340	\$ 1,354,272	\$ 389,880	\$ 4,000,885	\$ 1,247,842	\$ 9,882,084	\$ 1,848,782	\$ 677,018	\$ 121,808	\$ 923,885	\$ -	\$ 1,084,826	\$ 34,511	\$ 218,771	\$ 984,782	\$ 1,294,007	\$ 27,293,883

Reverend Community Medical Health Inc.
 SCHEDULE OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2014, with
 Comparative Totals for 2013

	2014 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Resonance Partial Hospital	Chronic, PCA, Inpatient, Ambin, Drug Cost	ACT Team	Multi- Service Team	Mobile Chronic Team	Comm. Res. Follow-up	Comm. Res. Lobby	PCMH Mgmt. Services (Non-BSH)	Child Impact Program (Non-BSH)	In-Shape Classes (Non-BSH)	Integrated Care Cases (BSH)	Resident 1115 Welder (Non-BSH)	2013
PERSONNEL COSTS	\$ 18,673,428	\$ 1,204,073	\$ 17,309,355	\$ 3,159,444	\$ 698,025	\$ 280,251	\$ 2,822,020	\$ 688,057	\$ 4,729,301	\$ 1,444,008	\$ 482,857	\$ 723,800	\$ 718,899	\$ 24,728	\$ 128,490	\$ 228,402	\$ 887,711	\$ 18,035,711
Salary & Wages	3,788,137	241,835	3,546,302	728,441	100,220	80,985	328,125	287,251	1,991,806	258,862	122,317	178,053	85,618	1,408	93,782	14,748	148,474	3,342,542
Employee Benefits	1,535,337	86,064	1,449,273	233,201	48,221	21,879	189,066	68,191	301,596	107,868	35,497	55,308	45,029	1,847	12,464	18,208	84,317	1,618,705
PROFESSIONAL FEES	132,480	33,813	98,667	-	-	-	18,000	-	-	-	-	-	-	-	-	88,877	-	23,744
Advertising	40,375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,375
Legal Fees	13,981	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,981
Other Prof. Fees/Consult.	1,045,822	136,729	909,093	56,032	1,428	12,481	102,146	8,498	88,300	7,491	890	878,027	4,315	1,888	5,541	81,226	98,871	
STAFF DEV. & TRAINING	8,096	913	7,183	2,025	15	41	2,264	25	1,377	308	427	20	7	-	57	79	274	7,028
Supplies & P.M.	107,451	16,896	90,555	18,132	1,809	673	12,970	3,415	23,745	6,318	2,198	1,800	702	28	851	4,478	2,805	83,718
OCCUPANCY COSTS	98,057	12,198	85,859	18,109	680	2,483	35,898	680	727	3,971	-	-	5,182	2,491	-	-	20,141	63,789
Heating Costs	54,009	5,182	47,827	3,785	604	888	4,273	507	11,320	11,185	6,998	-	18,798	-	1,200	624	385	47,191
Other Utilities	183,052	25,298	157,754	27,694	1,741	8,907	10,386	9,785	41,142	11,185	6,998	-	11,818	-	4,033	4,051	190,889	
Maintenance and Repairs	108,843	22,241	86,602	18,742	1,589	5,254	16,872	4,000	37,791	8,870	5,148	-	27,864	-	2,028	3,189	8,099	183,285
Telephone	5,540	5,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,540
Other Occupancy Costs	48,788	7,519	41,269	4,005	-	701	18,028	121	5,471	430	497	-	1,401	-	-	1,891	7,000	8,087
CONSUMABLE SUPPLIES	257,890	78,335	179,555	42,144	4,821	3,313	23,620	8,286	48,307	13,897	5,724	7,491	2,802	123	2,285	3,915	8,004	328,289
Subsidiary Household	52,034	4,547	47,487	6,743	378	2,782	3,788	1,172	7,798	8,300	8,347	-	16	-	340	654	796	48,918
Education/Training	33,101	-	33,101	23,922	-	488	2,781	1,132	4,320	100	78	-	891	-	-	-	-	32,871
Food	93,188	20,710	72,478	3,885	322	18,713	5,778	549	6,898	13,794	18,702	2,577	234	18	229	673	1,168	86,429
Medical	41,934	241	41,693	297	24	48	32,478	85	1,724	1,310	735	-	1,841	-	5	3,801	721	47,898
ADVERTISING	103,985	88,103	15,882	8,914	1,125	635	8,209	1,695	8,609	2,369	964	-	1,218	-	38	548	1,437	98,117
PRINTING	33,714	15,874	17,840	3,911	385	288	3,276	286	6,093	1,089	391	-	162	-	83	311	412	27,877
TELEPHONE	301,267	98,770	202,497	43,874	28,882	8,388	33,827	9,284	60,344	27,842	8,851	12,888	201	14	2,717	3,058	4,857	288,997
COMMUNICATIONS	24,885	6,329	18,556	4,091	1,287	707	2,151	848	6,897	782	624	-	61	17	186	418	829	27,251
POSTAGE/SHIPPING	377,919	60,414	317,505	81,113	840	13,881	18,032	31,018	179,791	3,278	678	6,010	238	-	853	1,048	9,528	363,844
TRANSPORTATION	30,720	3,785	26,935	3,083	-	-	400	160	634	2,414	4,220	-	-	-	-	-	-	28,998
INSURANCE	158,479	2,431	156,048	28,008	23,388	8,439	22,395	3,628	46,802	2,495	8,491	7,785	-	-	969	1,042	2,827	172,812
Malpractice and Bonding	152,277	1,892	150,385	14,145	12,808	5,200	14,573	2,782	36,585	1,004	3,822	3,239	-	-	288	488	123	158,779
Vehicle	18,982	2,191	16,791	1,861	212	329	1,673	782	8,695	8,288	1,668	-	-	-	-	-	-	20,669
Comp. Property & Liab.	288,387	100,248	188,139	78,203	1,827	28,848	28,278	2,480	-	-	-	-	-	-	-	-	-	288,387
DEPRECIATION AND AMORTIZATION	170,784	-	170,784	5,300	-	-	-	-	-	-	-	-	-	-	-	-	-	170,784
EQUIPMENT MAINTENANCE	878,788	73,229	805,559	212,023	20,912	27,882	105,401	49,079	172,898	88,345	11,004	88,016	7,874	408	21,880	18,085	21,204	918,828
MEMBERSHIP DUES	28,328	3,309	25,019	2,864	1,187	2,882	3,183	828	6,210	1,802	1,802	1,029	16	-	785	821	803	27,005
OTHER EXPENDITURES	28,198	38,544	18,625	2,685	915	3	4,478	87	2,228	4,720	1,770	-	-	-	-	-	130	48,091
TOTAL EXPENSES	28,718,070	2,451,258	26,266,812	4,886,025	960,743	640,880	3,903,718	1,417,816	8,828,288	2,018,248	898,477	1,227,128	870,280	34,338	273,887	804,003	3,005	304,229
ADMIN ALLOCATION	(2,853,141)	-	(2,853,141)	(68,625)	(5,000)	(29,822)	(49,025)	(144,078)	(70,745)	(205,748)	(88,788)	(128,111)	(80,885)	(1,171)	(27,857)	(81,205)	(1,221,383)	(28,347,804)
TOTAL PROGRAM EXPENSES	28,718,070	(2,853,141)	25,864,929	4,817,400	955,743	611,058	3,854,693	1,283,738	8,757,543	2,212,500	809,689	1,099,017	789,395	33,167	246,030	722,798	(1,221,383)	28,347,804
SURPLUS/DEFICIT	207,121	785,489	(578,368)	(608,989)	317,523	(211,322)	(198,789)	(271,629)	2,285,021	(273,249)	(277,147)	(648,152)	(125,885)	(1,129)	(83,829)	(168,978)	72,144	(1,048,478)

Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2018

	<u>Receivable From BBH Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable from BBH End of Year</u>
Contract Year, June 30, 2018	\$ 194,319	\$ 1,598,676	\$ (1,792,921)	\$ 74
TOTALS	<u>\$ 194,319</u>	<u>\$ 1,598,676</u>	<u>\$ (1,792,921)</u>	<u>\$ 74</u>

Analysis of Receipts:

<u>BBH & Federal Fund Payments</u>			
07/28/17	\$ 93,195	01/17/18	147,607
08/01/17	516	01/24/18	127,125
08/10/17	4,340	02/06/18	22,643
08/10/17	151,321	02/06/18	168,996
08/10/17	80,989	02/16/18	13,674
08/10/17	65,538	03/08/18	21,117
08/17/17	23,400	03/08/18	152,453
10/11/17	262,730	03/19/18	6,879
10/13/17	6,848	03/19/18	13,579
10/13/17	26,301	03/19/18	903
10/13/17	46,704	04/06/18	10,924
10/26/17	108,692	04/06/18	20,818
12/01/17	121,388	04/06/18	151,983
12/14/17	128,229	04/27/18	51,712
12/22/17	7,708	05/01/18	16,369
12/22/17	8,277	05/01/18	29,012
12/22/17	33,014	05/15/18	8,778
12/22/17	1,350	05/15/18	303
12/22/17	5,000	05/15/18	157,064
12/22/17	60,216	06/04/18	10,900
12/22/17	5,000	06/04/18	808
12/31/17	2,013	06/11/18	107,866
01/17/18	3,304	06/19/18	2,164
01/17/18	14,190	06/19/18	750
01/17/18	23,681	06/20/18	1,049
		06/22/18	627
		Less: Federal Monies	<u>(737,127)</u>
			<u>\$ 1,792,921</u>

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2018

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 828,085	\$ 3,327,094	\$ (2,864,859)	\$ 153,712	\$ (506,593)	\$ 937,439
Blue Cross/Blue Shield	49,380	705,361	(251,433)	12,265	(434,499)	81,074
Medicaid	871,840	30,768,259	(13,390,198)	(617,533)	(16,543,045)	1,089,323
Medicare	171,355	885,567	(186,751)	1,512	(679,812)	191,871
Other Insurance	403,078	2,229,296	(863,281)	(19,090)	(1,443,878)	306,125
Housing fees	<u>(280)</u>	<u>371,677</u>	<u>-</u>	<u>(2,649)</u>	<u>(369,090)</u>	<u>(342)</u>
TOTALS	<u>\$ 2,323,458</u>	<u>\$ 38,287,254</u>	<u>\$ (17,556,522)</u>	<u>\$ (471,783)</u>	<u>\$ (19,976,917)</u>	<u>\$ 2,605,490</u>

Riverbend Community Mental Health, Inc.

Leslie Walker, Chair
John Barthelmes, Vice Chair
James Doremus, Secretary
Peter Evers, President/CEO, <i>Ex Officio</i>
Andrea Beaudoin, Assistant Secretary
Frank Boucher
Leslie Combs
Ross Cunningham
Christopher Eddy
Lucy Hodder
Aaron McIntire
Meg Miller
Rabbi Robin Nafshi
Bradley Osgood
James Snodgrass
Carol Sobelson
Anmarie Timmins
Robert Steigmeyer, <i>Ex Officio</i>

Jeffrey C. Fetter, MD

Education

August 1993-May 1997 Johns Hopkins University, Baltimore MD BA
August 1997-May 2001 Case Western Reserve University, Cleveland OH MD

Postdoctoral Training

June 2001-June 2006 Combined Internal Medicine and Psychiatry Residency
Dartmouth-Hitchcock Medical Center, Lebanon NH

June 2005-June 2006 Chief Med-Psych Resident
Dartmouth-Hitchcock Medical Center, Lebanon NH

Licensure/Certification

April 5, 2006-Jun 30, 2018 New Hampshire Medical License #13042
May 2017-May 2019 Basic Life Support
Jan 2018- Dec 31, 2028 Board Certified in Internal Medicine, Diplomate #255543
May 2010-May 2020 Board Certified in Psychiatry, Diplomate #60814
April 2010-present Certified in Transcranial Magnetic Stimulation (Neurostar, Inc.)
Nov 2016-present DEA Buprenorphine Waiver

Academic Appointments

Jan 2010 to present
Adjunct Assistant Professor of Medicine and Psychiatry
Geisel School of Medicine at Dartmouth

September 1, 2006-Jan 2010
Assistant Professor of Medicine and Psychiatry
Dartmouth Medical School

Hospital Appointments and Clinical Responsibilities

Oct 2018 – Present

Chief Medical Officer

Riverbend Community Mental Health Center

- Assertive Community Treatment Team Psychiatrist
- Admitting Privileges to Concord Hospital
- Integrated Delivery Network (IDN2) Medical Director
 - Medication Assisted Treatment for Substance Use Disorders
 - Psychopharmacology Services and Re-Entry initiatives for county inmates
 - Integrated Primary Care and Behavioral Health initiatives)

Concord, NH

Jan 2013-Sept 2018

Chief Medical Officer

- Supervision of Correctional Health Services
- Utilization Management
- Program Development
- Psychiatrist, Special Housing Unit

NH Department of Corrections

MHM Services, Inc.

Concord, NH

Feb 2015 to present

Expert Witness: Independent Psychiatric Examiner and 135-C Physician's Certifications
Cheshire, Merrimack, Rockingham, and Hillsborough Counties Probate Courts

March 2013-July 2016

EKG Interpretation Consultant

Dartmouth Psychopharmacology Research Group

Feb 2010- Dec 2012

Director of Consultation Psychiatry

- Inpatient Psychiatry
- Consultation to Hospitalist and Emergency Room
- ECT, rTMS

Concord Hospital, Concord NH

July 2010-Dec 2012

Cardiometabolic Psychiatry Clinic

Riverbend Community Mental Health Center

Concord NH

July 2006-Jan 2010

Attending Physician with Privileges in Psychiatry and Internal Medicine

New Hampshire Hospital, Concord NH

August 2006-Jan 2013

Consulting Physician with Privileges in Electroconvulsive Therapy

Concord Hospital, Concord NH

Mar 2009-Feb 2010

Chief, Cardiometabolic Psychiatry Consult Service

New Hampshire Hospital, Concord NH

Professional Leadership Positions

Dec 2017-Present

Fellowship Committee, American College of Correctional Physicians

May 2014-May 2016
Legislative Liaison, NH Psychiatric Society

May 2011-May 2015
President, NH Psychiatric Society

Nov 2013-May 2016
Executive Councilor, NH Medical Society

Mar 2009-Jan 2011
Inpatient Psychiatry Liaison, NH Psychiatric Society

July 2007-Feb 2010
Chair, Pharmacy and Therapeutics Committee, NH Hospital

July 2007-Feb 2010
Chair, Metabolic Syndrome Work Group, NH Hospital

Committee Assignments

June 2003-2006	DHMC Graduate Medical Education Accreditation Committee
Apr-June 2004	Chair, DHMC Psychiatry Resident Curriculum Project
July-Dec 2005	DHMC Resident Work Hours Task Force
Aug 2006-Jan 2007	Pharmacy and Therapeutics Committee, NHH
October 2006-June 2007	Metabolic Syndrome Work Group, New Hampshire Hospital
January 2007-2010	Chair, Pharmacy and Therapeutics Committee, NHH
January 2007-2010	New Hampshire State Institutional Review Board
March 2007-2010	Medical Emergencies Committee, NHH
July 2007-2010	Chair, Metabolic Syndrome Work Group, NHH
Sept 2007-2010	Adverse Medication Events Review Committee, NHH
June 2009-Aug 2009	Defensive Measures Task Force, NHH
March 2010-Dec 2012	Pharmacy and Therapeutics Committee, Concord Hospital
July-October 2016	Special Legislative Commission on Syringe Service Programs
October 2013-Sept 2018	MHM Inc. Credentialing Committee

Memberships

American College of Correctional Physicians
American Psychiatric Association
New Hampshire Psychiatric Society
New Hampshire Medical Society

Awards and Honors

April 2001 Case Western Reserve University Health Policy Competition, Honorable
Mention
June 2003 Abraham Lenzner, MD Award for Excellence in Consultation Psychiatry

April 2005	Association of Medicine and Psychiatry Martin Fenton, MD Med-Psych Resident of the Year
April 2006	Dartmouth Medical School Department of Medicine Excellence in Teaching Award Nominee
May 2006	Dartmouth Medical School Students' Excellence in Teaching Award for Medicine Clerkship
May 2007	Emory University Future Leaders in Psychiatry
April 2017	NH Public Health Association's Friend of Public Health

Research Experience

Principal Investigator: "N-3 Fatty Acids for hypertriglyceridemia in patients with schizophrenia taking atypical antipsychotics." Dartmouth Psychiatry Department Junior Clinical Investigator Research Award.

Site Investigator for New Hampshire Hospital: "Clozapine vs. Risperidone for People with First Episode Schizophrenia and Co-Occurring Substance Use Disorder," Dartmouth Psychopharmacology Research Group (A. Green, PI)

Collaborating Investigator: "Management of Risk of Relapse in Schizophrenia III," NIMH #MH41573 (S. Marder, PI)

Site Investigator for New Hampshire Hospital: "Pilot study for treatment of persistent psychotic symptoms in schizophrenia," feasibility study to prepare for NIMH funded randomized antipsychotic trial. Dartmouth Psychopharmacology Research Group (D. Noordsy, PI)

Teaching Experience

May 2004	Conceived and Organized Psychotherapy Roundtable for Residents
June 2004 and 2005	Taught "Medical Emergencies for Psychiatry Interns" Lecture Series
June 2005-2006	Initiated and Facilitated Med-Psych Residents' Report
June 2006	"Inflammatory Bowel Disease and Mental Illness," Crohn's and Colitis Foundation Symposium at Dartmouth-Hitchcock Medical Center
2006-2010	Supervision of 3 rd year medical students on psychiatry clerkship Supervision of 2 nd year psychiatry residents Initiated and Organized Weekly Unit "Doc Talk" Seminar
Nov 2007	Internal Medicine Morbidity and Mortality Conference, White River Junction VA Medical Center
Sept 2008	NH Hospital Grand Rounds: "Cardiometabolic Risk and Mental Illness"
May 2009	Dartmouth PRC Seminar: "N-3 Fatty Acids for High Triglycerides in Patients Taking Atypical Antipsychotics"
May 2010	CH Grand Rounds: "Consultation Psychiatry"
May 2010	"Severe Depression and Cardiovascular Disease" New England ECT Annual Meeting
Oct 2011-2013	CH Simulation Center Course "Psychiatric Emergencies: De-escalation"; Conceived and Executed Course; Filmed Video Training
May 2012	NH Hospital Grand Rounds: "Inpatient Violence"

Oct 2012	NH Medical Society Annual Scientific Meeting: "Obesity and Mental Health"
Feb 2012	Concord Hospital Grand Rounds: "Psychiatric Perspectives on Obesity"
Nov 2013	NH Medical Society Annual Scientific Meeting: "Mental Illness: Skills Every Physician Should Have"
Nov 2013	Concord Hospital Symposium: "Inpatient Violence"
Jan 2015	NH Hospital Grand Rounds: "Correctional Medicine Update"
Feb 2017	NH DOC Grand Rounds: "SHU and Analogue Environments"
March 2017	Northern NH SWAT Team Hostage Negotiation Training Exercise
Oct 2018	Association of Medicine and Psychiatry National Meeting, Chicago IL: "Correctional Medicine"

Original Articles:

- Fetter, JC. Implementing a Correctional Electronic Medical Record. *CorDocs: Newsletter of the American College of Correctional Physicians*. 2017;20(2)
- Fetter, JC. Chronic Pain. *CorDocs: Newsletter of the American College of Correctional Physicians*. 2016;19(2)
- Fetter JC, Brunette M, Green A. N3 Fatty Acids for Hypertriglyceridemia in Patients Taking Second Generation Antipsychotics. *Clinical Schizophrenia and Related Psychoses*. Summer 2013 73-77A
- Fetter JC, Bartels SJ, Parker C. A cardiometabolic psychiatry consultation service in a state psychiatric hospital. *Prim Care Companion of CNS Disorders* 2011; 13(2)
- Fetter JC. Diagnosing and Managing Violence. *Prim Care Companion J of CNS Disorders*. 2011;13(5)
- Shagoury P, Currier M, Bemis R, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A chart review. *Prim Care Companion to J Clin Psych*; 2010; 12(6)
- Shagoury P, Currier M, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A case study. *Prim Care Companion to J Clin Psych* 2010; 12(3)e1
- Fetter JC. Mirtazapine for MDMA-Induced Depression. *Am J Addict*. 2005 May-Jun;14(3):300-1
- Denard PJ, Fetter JC, Zacharski LR. Rectus sheath hematoma complicating low-molecular weight heparin therapy. *Int J Lab Hematol*. 2007 Jun;29(3):190-4.
- Fetter JC. Psychosocial Response to Mass Casualty Terrorism: Guidelines for Physicians. *Primary Care Companion to J Clin Psychiatry* 2005; 7(2): 49-52
- Fetter JC, Askland KD. Antidepressants for Bipolar Depression. *Am J Psychiatry* 2005 Aug; 162(8): 1546

Fetter JC. Weight gain and quality of life among patients taking antipsychotics. *Psychiatr Serv.* 2003 Jul;54(7):1041

Fetter JC. The Gift of Therapy: A Letter to a New Generation of Therapists and their Patients. *Prim Care Companion J Clin Psychiatry.* 2006; 8(3): 181

Poster Presentations:

Fetter JC, Barton E, Grattan V. Hepatitis C Treatment in a Correctional System: 10 Years' Experience. Presented at National Committee for Correctional Health Care National Conference, October 2014

Fetter JC, Gillock KL, Friedman M, Howard J. Adiposity and Chronic Traumatic Stress. Presented at Association for Medicine and Psychiatry Annual Meeting, Los Angeles CA, 2006

Fetter JC, Bartels S. Developing a Medication Algorithm for Second Generation Antipsychotic-Induced Metabolic Effects.

Presented at Future Leaders in Psychiatry, Atlanta GA 2007

Scientific Sessions:

Chair, "Weight Gain and Mental Illness"

American Psychiatric Association General Meeting, New Orleans, 2010

Chris Mumford

Experience

2017-present

Riverbend Community Mental Health Center

Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
 - Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
 - Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
 - Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
 - Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
 - Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
 - Oversee creation of policies and procedures for existing/future services.
 - Establish and maintain relationships with Insurers and managed care companies as needed.
 - Attend agency, community and State meetings to represent Riverbend.
 - Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
 - Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
 - Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
 - Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
 - Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
 - Act, along with CFO, as CEO in his/her absence.
 - Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.
-

2013-present

Riverbend Community Mental Health Center

Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

Chris Mumford

- Collaboration with other program directors to assure positive and effective program interface.
 - Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
 - Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
 - Assures compliance with documentation and other quality assurance requirements.
 - Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
 - Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
 - Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
 - Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
 - Ongoing development and training around working with Borderline Personality Disorder.
 - Agency trainer for Adult Eligibility Determinations.
-

2009-2013

Riverbend Community Mental Health Center

Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
 - Provided licensure supervision to clinicians from other programs.
 - Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
 - Managed referrals for individual and group psychotherapy at CSP.
 - Managed the intake schedule for CSP.
 - Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
 - Served as interim NHH liaison and back-up to the NHH liaison.
 - Assured program adherence to HeM 401 regarding intakes and eligibility.
 - Provided individual psychotherapy to a caseload of up to 20.
 - Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
 - Served on the Clinical Records Committee.
 - Coordinated internship opportunities at CSP.
 - Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.
-

2003-2009

Riverbend Community Mental Health Center

Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

Chris Mumford

2002-2003

Riverbend Community Mental Health Center

Concord, NH

Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
 - Medication support services
-

2002-2003

New Hampshire Hospital

Concord, NH

Psychiatric Social Worker Internship

- Initial assessments on an admission unit.
 - Discharge coordination with numerous community agencies.
-

2001-2002

Carroll County Mental Health
Center

Wolfeboro, NH

Adult Clinician Internship

- Individual psychotherapy with adults living with severe mental illness.
 - Emergency Services assessment, intervention, and linkage.
 - Facilitated voluntary and involuntary psychiatric hospitalizations.
- Participation in DBT Skills group
-

Education

2001-2003

University of New Hampshire

Durham, NH

Master of Social Work

- Magna Cum Laude
-

1994-1998

University of New Hampshire

Durham, NH

Bachelor of Arts In Psychology

- Cum Laude
-

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
 - License #1367
 - Provision of licensure supervision since 2007.
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References

Chris Mumford

References are available on request.

ALLAN MARK MOSES

EMPLOYMENT:

April, 1981 - Present

RIVERBEND COMMUNITY-MENTAL HEALTH, INC.
Concord, NH

Sr. V.P.-Chief Financial Officer

Responsible for the administrative duties involving general supervision of all business management services.
Supervisory and administrative capacity involving the accounts receivable, accounts payable and general ledger aspects of this \$15 million non-profit organization. Instrumental in the design and implementation of the fiscal reporting via a newly purchased computer.
Liaison with external organizations involving negotiations and presentation of data.
Member of the Board's Finance Committee.

EDUCATION:

1980

New Hampshire College, Manchester, NH
Master of Business Administration - Management
Summa Cum Laude

University of New Hampshire, Durham, NH
Division of Continuing Education
Graduate Studies - Counseling

1974

Ohio University, Athens, OH
B.A. Social Work and Sociology

PUBLICATIONS:

"Settlement Schools," Appalachia: Social Context Past and Present

An extensive research project undertaken in Kentucky, investigating thirteen settlement schools in an historical and future perspective.

ACTIVITIES:

Attendance at seminars concerning tax laws pertaining to non-profit corporations.

Attendance at conferences dealing with methods for successful grantsmanship.

Instructor with continuing education series at the New Hampshire Technical Institute and Concord Union School District.

INTERESTS:

Visited Mid-Eastern and European countries along with extensive United States traveling.

Photography, gardening, woodcrafts, aerobics.

REFERENCES:

References will be furnished upon request.

Peter John Evers

Employment History:

- October 2013-
Present** **Riverbend Community Mental Health, Inc.** **Concord, NH**
President/CEO
Vice President for Behavioral Health at Concord Hospital
Manage \$33 million mental health agency with 400 employees serving children, families and adults with outpatient, inpatient and residential services.
Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital.
Board member for Capital Region Health Care; NH Citizens Health Initiative, Leadership Advisory Council; Children's Behavioral Health Collaborative; Foundation for Healthy Communities; Concord Coalition to End Homelessness and State of NH Workforce Taskforce
Program development with the New Hampshire Division of Behavioral Health to design new initiatives to better serve the community.
Work with state and local government committees to advise legislators on the mental health needs of the community.
- April 2010-
October 2013** **The Home for Little Wanderers** **Boston MA**
Vice President, Program Operations
Responsible for the operations of all The Home's programs in Eastern Mass. 600 Employees 20 Programs and a budget of \$32 Million.
Achievements: Part of a team that has brought financial stability to the program side of the organization during very difficult times for non profits. Turned a small surplus last 2 Financial Years. Diversified programmatic continuum of services and revenues streams to ensure that the agency is not reliant on revenue from large single sources.
- February 2007-
April 2010** **Department of Mental Health, Southeastern Area** **Brockton, MA**
Area Director
Responsibility and oversight of 1300 employees and a budget of \$112M to provide services to the mentally ill in Southeastern Mass. Region.
Oversight of 3 hospitals and 7 community based mental health centers providing an array of inpatient acute and outpatient services to people with mental illness. Management of all contracts with private sector providers in South Eastern Massachusetts

- January 2004 - February 2007** **Boston Emergency Services Team** **Boston, MA**
Clinical Director
 Responsible for clinical oversight of psychiatric crisis intervention services for the City of Boston. Supervision of 5 components of service delivery with a mission to place those with psychiatric illness in appropriate services and levels of care.
- February 2003 - March 2004** **Dimock Community Health Center** **Roxbury, MA**
Vice President, Behavioral Health
 Responsible for administration of the Behavioral Health Cluster at Dimock which is the largest of all of the cluster providers in the Health Center, which employs 700 individuals in the Roxbury/Dorchester Area. The Behavioral Health Cluster has a budget of over \$10 million and employs in the region of 200 people. Programs include Emergency Psychiatric Evaluation, MR Residential, Addictions and Recovery Residential and Outpatient Programs and Mental Health Outpatient Programs.
- December 1998 - February 2003** **Boston Emergency Services Team** **Boston, MA**
Director of Acute Care Services
 Responsible for clinical and administrative operations for Dimock Community Health Center's Emergency Psychiatric Crisis Team, covering the areas of Dorchester, Roxbury and South Boston. Responsible for 24-hour coverage and response to requests for psychiatric evaluations in the community, residential group homes and hospital emergency rooms. Responsible for a budget in excess of \$3 million. Duties also included the running of a 30 bed Detoxification Unit in Roxbury. Responsible for budgets, hiring and firing of staff, performance improvement and utilization review.
- January 1998 - December 1998** **Department of Social Services** **Malden, MA**
Area Director
 As the Director of State Child Protection office covering 10 towns north of Boston with 100 employees, responsible for all cases of child protection and all budgetary matters. The office has a caseload of some 700 families and a foster care, home based and residential budget of over \$2 million. Oversaw child protection, adoption, substitute care residential care, community based initiatives, negotiation of all contracts with collateral agencies, responsibility for all personnel matters within the office and responsibility for all report and proposal writing within the office, including the proposal for the Multi-Disciplinary Treatment team, recruitment and set up.
- December 1995 - January 1998** **Department of Social Services** **Roxbury, MA**
Area Program Manager

April 1995 - January 1993	Boston Emergency Services Team Psychiatric Crisis Clinician; Overnight shifts.	Boston, MA
November 1993 - December 1995	Department of Social Services Assessment Supervisor.	Roxbury, MA
July 1992 - November 1993	Roxbury Multi-Service Center Program Director.	Dorchester, MA
September 1990 - July 1992	Department of Social Services Assessment Worker	Allston, MA
June 1988 - August 1990	London Borough of Newham Social Services Department Social Worker working with children in long term care.	London

Education History:

1986-1988: University Of Kent at Canterbury, England
M.S.W. Specializing in Psychology, Sociology, Social Policy and Psychotherapy.

1979-1983: Sheffield Hallam University, Sheffield, England.
B.A. [with Honors] Economics and Business Studies.
Specializing in Human Resource Management.

Additional Qualification.

C.Q.S.W. British Social Work License.
L.I.C.S.W. #1031376
LADC1 #1059

Committees/Boards

Board Member Massachusetts Association for Mental Health
Member: Statewide Committee to Reduce Emergency Room Volume 2007-2010
Member: Boston Public Health Commission; Project Launch for Children/My Child

References Available Upon Request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name of Program: Medicated Assisted Treatment Services

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Peter Evers	President/CEO	\$219,407	4.80%	\$10,530
Allan M. Moses	Sr. VP/CFO	\$145,000	10.80%	\$15,660
Chris Mumford	Sr. VP/COO	\$115,000	12.00%	\$13,800
Jeffrey Fetter	Medical Director	\$250,000	0.00%	\$0
		\$0	0.00%	\$0
		\$0	0.00%	\$0
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$39,990