



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

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301

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April 30, 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, Bureau of Mental Health Services to exercise a renewal option to an existing agreement with Riverbend Community Mental Health, Inc. (Vendor # 177192), 278 Pleasant Street, Concord NH 03302, by increasing the price limitation by \$2,796,632, from \$4,274,880 to \$7,071,512 and by extending the contract completion date from June 30, 2018 to June 30, 2020, upon Governor and Executive Council approval. Governor and Executive Council approved the original agreement on June 24, 2015 (Item #16). 100% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval if needed and justified.

05-095-092-920010-59450000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

State Fiscal Year	Class/ Object	Title	Current Amount	Increase Amount	Revised Amount
2015	102-502664	Contracts for Program Services	\$17,374	\$0	\$17,374
2016	102-502664	Contracts for Program Services	\$1,545,372	\$0	\$1,545,372
2017	102-502664	Contracts for Program Services	\$1,313,818	\$0	\$1,313,818
2018	102-502664	Contracts for Program Services	\$1,398,316	\$0	\$1,398,316
		Subtotal	\$4,274,880	\$0	\$4,274,880

05-095-092-922010-41170000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM-SUPPORT

State Fiscal Year	Class/Object	Title	Current Amount	Increase Amount	Revised Amount
2019	102-500731	Contracts for Program Services	\$0	\$1,398,316	\$1,398,316
2020	102-500731	Contracts for Program Services	\$0	\$1,398,316	\$1,398,316
Subtotal			\$0	\$2,796,632	\$2,796,632
Total			\$4,274,880	\$2,796,632	\$7,071,512

EXPLANATION

This request is for the renewal of a current contract for Mobile Crisis Services and Supports to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorders, in the New Hampshire Community Mental Health Region IV, which includes Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Danbury, Deering, Dunbarton, Epsom, Franklin, Henniker, Hill, Hillsborough, Hopkinton, Loudon, New London, Newbury, Northfield, Pembroke, Pittsfield, Salisbury, Sutton, Warner, Weare, Webster, Wilmot, and Windsor.

The Division for Behavioral Health is New Hampshire's single state mental health authority. The Division for Behavioral Health seeks to promote full community inclusion for adults (18 years or older) having severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

As part of New Hampshire's implementation of the Community Mental Health Agreement (Amanda D. Settlement), the Division of Behavioral Health has implemented the Mobile Crisis Services and Supports contract for the provision of two (2), two-bedroom, community crisis apartments, a mobile crisis team and timely accessible services and supports to individuals 18 years and older experiencing a mental health crisis in NH Community Mental Health Region IV.

The contractor will continue to provide a mobile crisis team, which provides crisis stabilization and case management services. The contractor will continue to provide a central phone triage system, where trained clinicians complete an initial risk assessment to determine the type of services and/or supports the individual may need as well as two (2), two-bedroom, mobile crisis apartments which can be an alternative to hospitalization and/or institutionalization.

The contractor will continue to collaborate and coordinate with law enforcement personnel to respond to individuals in mental health crisis when law enforcement is involved. Additionally, the contractor has the ability to respond to requests for crisis assessments and interventions within one (1) hour of receiving calls for mobilization of services. Once the contractor is involved with a case, services and supports can be provided for up to seven (7) days following the onset of the crisis to ensure individuals remain stable and in the community.

This contract was competitively bid. The Department published a Request for Proposals on December 7, 2015 to solicit proposals from vendors to provide Mobile Crisis Services and Supports, in the New Hampshire Community Mental Health Region VII, to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. The request for proposals was available on the Department of Health and Human Services website from January 12, 2015 through February 11, 2016. One proposal was received.

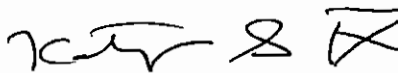
The attached renewal is for the provision of services for two (2) years, which will exercise the renewal available through this contract.

Should Governor and Executive Council not approve this contract, the State of New Hampshire would be in violation of the Community Mental Health Agreement in relation to the lawsuit of Amanda D. vs. Governor Hassan, and individuals experiencing a mental health crisis could be placed in hospitals or long term facilities which could result in higher costs to the State.

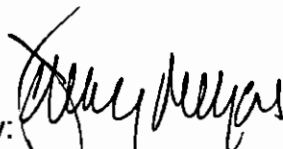
Area Served: Community Mental Health Region IV (Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Danbury, Deering, Dunbarton, Epsom, Franklin, Henniker, Hill, Hillsborough, Hopkinton, Loudon, New London, Newbury, Northfield, Pembroke, Pittsfield, Salisbury, Sutton, Warner, Weare, Webster, Wilmot, and Windsor).

Source of Funds: 100% General Funds

Respectfully submitted,



Katja S. Fox
Director

Approved by: 
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Region IV**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Mobile Crisis Services and Supports, Region IV**

This 1st Amendment to the Mobile Crisis Services and Supports, Region IV contract (hereinafter referred to as "Amendment One") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Riverbend Community Mental Health, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 278 Pleasant Street, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2015, Item# 16, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions Paragraph 4) the State may modify the term of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to exercise the two-year extension term allowed under the agreement to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,071,512.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
630-271-9330.
5. This agreement is further amended by adding "5.1.1 The contractor shall comply with all of the requirements of 42 CFR Part 2 relating to safeguarding substance use disorder information as if applicable.



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Region IV**

6. This agreement is further amended by adding "5.2.1. The contractor shall comply with all the requirements of "Rights of Individuals Receiving Mental Health Services in the Community" He-M 309, if applicable.

7. This agreement is further amended by adding Exhibit K "DHHS INFORMATION SECURITY REQUIREMENTS".

Remainder of page intentionally left blank.



**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Region IV**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/1/18
Date

Katja S. Fox
Katja S. Fox
Director, NH DHHS Division for Behavioral Health

CONTRACTOR NAME

4/27/18
Date

Peter Evers
Name: Peter Evers
Title: CEO

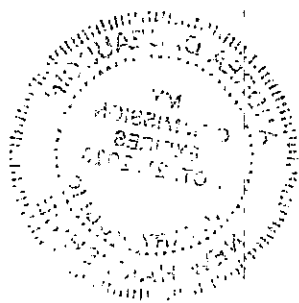
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merimack on April 27, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Andrea D. Beaudoin
Signature of Notary Public or Justice of the Peace
Andrea D. Beaudoin
SNR Executive Assistant
Name and Title of Notary or Justice of the Peace



My Commission Expires: October 21, 2020




**New Hampshire Department of Health and Human Services
Mobile Crisis Services and Support, Region IV**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date


Name: Megan A. Cole
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit K

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

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Exhibit K

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



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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



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



Exhibit K

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/doit/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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

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

Budget Request for: Mobile Crisis Services and Supports

(Name of RFP)

Budget Period: 07/01/2018 - 06/30/2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 2,151,850.00	\$ 141,154.88	\$ 2,293,004.88	\$ -	\$ -	\$ -	\$ 2,151,850.00	\$ 141,154.88	\$ 2,293,004.88
2. Employee Benefits	\$ 545,343.00	\$ 32,857.30	\$ 578,200.30	\$ -	\$ -	\$ -	\$ 545,343.00	\$ 32,857.30	\$ 578,200.30
3. Consultants	\$ -	\$ 6,028.00	\$ 6,028.00	\$ -	\$ -	\$ -	\$ -	\$ 6,028.00	\$ 6,028.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,984.00	\$ 740.46	\$ 2,724.46	\$ -	\$ -	\$ -	\$ 1,984.00	\$ 740.46	\$ 2,724.46
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 10,357.00	\$ 54.80	\$ 10,411.80	\$ -	\$ -	\$ -	\$ 10,357.00	\$ 54.80	\$ 10,411.80
Office	\$ 14,403.00	\$ 6,443.27	\$ 20,846.27	\$ -	\$ -	\$ -	\$ 14,403.00	\$ 6,443.27	\$ 20,846.27
6. Travel	\$ 5,600.00	\$ 6,684.50	\$ 12,284.50	\$ -	\$ -	\$ -	\$ 5,600.00	\$ 6,684.50	\$ 12,284.50
7. Occupancy	\$ 102,829.00	\$ 59,968.27	\$ 162,797.27	\$ -	\$ -	\$ -	\$ 102,829.00	\$ 59,968.27	\$ 162,797.27
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 55,282.00	\$ 5,866.23	\$ 61,148.23	\$ -	\$ -	\$ -	\$ 55,282.00	\$ 5,866.23	\$ 61,148.23
Postage	\$ 1,341.00	\$ 605.76	\$ 1,946.76	\$ -	\$ -	\$ -	\$ 1,341.00	\$ 605.76	\$ 1,946.76
Subscriptions	\$ 8,450.00	\$ 3,945.60	\$ 12,395.60	\$ -	\$ -	\$ -	\$ 8,450.00	\$ 3,945.60	\$ 12,395.60
Audit and Legal	\$ -	\$ 9,940.72	\$ 9,940.72	\$ -	\$ -	\$ -	\$ -	\$ 9,940.72	\$ 9,940.72
Insurance	\$ 20,998.00	\$ 37.04	\$ 21,035.04	\$ -	\$ -	\$ -	\$ 20,998.00	\$ 37.04	\$ 21,035.04
Board Expenses	\$ -	\$ 776.73	\$ 776.73	\$ -	\$ -	\$ -	\$ -	\$ 776.73	\$ 776.73
9. Software	\$ 21,573.00	\$ 4,944.16	\$ 26,517.16	\$ -	\$ -	\$ -	\$ 21,573.00	\$ 4,944.16	\$ 26,517.16
10. Marketing/Communications	\$ 4,949.00	\$ 3,735.17	\$ 8,684.17	\$ -	\$ -	\$ -	\$ 4,949.00	\$ 3,735.17	\$ 8,684.17
11. Staff Education and Training	\$ 1,447.00	\$ 909.90	\$ 2,356.90	\$ -	\$ -	\$ -	\$ 1,447.00	\$ 909.90	\$ 2,356.90
12. Subcontracts/Agreements	\$ -	\$ 5,876.97	\$ 5,876.97	\$ -	\$ -	\$ -	\$ -	\$ 5,876.97	\$ 5,876.97
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ 13,400.00	\$ 1,972.80	\$ 15,372.80	\$ -	\$ -	\$ -	\$ 13,400.00	\$ 1,972.80	\$ 15,372.80
Misc.	\$ 14,000.00	\$ 1,797.44	\$ 15,797.44	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,797.44	\$ 15,797.44
Apartment Linens, etc	\$ 23,440.00	\$ -	\$ 23,440.00	\$ -	\$ -	\$ -	\$ 23,440.00	\$ -	\$ 23,440.00
TOTAL	\$ 2,997,246.00	\$ 294,340.00	\$ 3,291,586.00	\$ -	\$ -	\$ -	\$ 2,997,246.00	\$ 294,340.00	\$ 3,291,586.00

Indirect As A Percent of Direct: 9.8%

Fee Income	\$ 1,893,270	\$ -	\$ 1,893,270
General Fund \$ from State NH	\$ 1,398,316	\$ -	\$ 1,398,316
Total Income	\$ 3,291,586	\$ -	\$ 3,291,586

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

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

Budget Request for: Mobile Crisis Services and Supports

(Name of RFP)

Budget Period: 07/01/2019 - 06/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 2,205,646.25	\$ 144,683.75	\$ 2,350,330.00	\$ -	\$ -	\$ -	\$ 2,205,646.25	\$ 144,683.75	\$ 2,350,330.00
2. Employee Benefits	\$ 572,610.15	\$ 34,500.16	\$ 607,110.31	\$ -	\$ -	\$ -	\$ 572,610.15	\$ 34,500.16	\$ 607,110.31
3. Consultants	\$ -	\$ 6,118.42	\$ 6,118.42	\$ -	\$ -	\$ -	\$ -	\$ 6,118.42	\$ 6,118.42
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 2,013.76	\$ 751.56	\$ 2,765.32	\$ -	\$ -	\$ -	\$ 2,013.76	\$ 751.56	\$ 2,765.32
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 10,512.36	\$ 55.62	\$ 10,567.98	\$ -	\$ -	\$ -	\$ 10,512.36	\$ 55.62	\$ 10,567.98
Office	\$ 14,619.05	\$ 6,539.92	\$ 21,158.97	\$ -	\$ -	\$ -	\$ 14,619.05	\$ 6,539.92	\$ 21,158.97
6. Travel	\$ 5,684.00	\$ 6,784.77	\$ 12,468.77	\$ -	\$ -	\$ -	\$ 5,684.00	\$ 6,784.77	\$ 12,468.77
7. Occupancy	\$ 104,371.44	\$ 60,867.80	\$ 165,239.23	\$ -	\$ -	\$ -	\$ 104,371.44	\$ 60,867.80	\$ 165,239.23
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 56,111.23	\$ 5,954.22	\$ 62,065.45	\$ -	\$ -	\$ -	\$ 56,111.23	\$ 5,954.22	\$ 62,065.45
Postage	\$ 1,361.12	\$ 614.85	\$ 1,975.96	\$ -	\$ -	\$ -	\$ 1,361.12	\$ 614.85	\$ 1,975.96
Subscriptions	\$ 8,576.75	\$ 4,004.78	\$ 12,581.53	\$ -	\$ -	\$ -	\$ 8,576.75	\$ 4,004.78	\$ 12,581.53
Audit and Legal	\$ -	\$ 10,089.83	\$ 10,089.83	\$ -	\$ -	\$ -	\$ -	\$ 10,089.83	\$ 10,089.83
Insurance	\$ 21,312.97	\$ 37.60	\$ 21,350.57	\$ -	\$ -	\$ -	\$ 21,312.97	\$ 37.60	\$ 21,350.57
Board Expenses	\$ -	\$ 788.39	\$ 788.39	\$ -	\$ -	\$ -	\$ -	\$ 788.39	\$ 788.39
9. Software	\$ 21,896.60	\$ 5,018.33	\$ 26,914.92	\$ -	\$ -	\$ -	\$ 21,896.60	\$ 5,018.33	\$ 26,914.92
10. Marketing/Communications	\$ 5,023.24	\$ 3,791.19	\$ 8,814.43	\$ -	\$ -	\$ -	\$ 5,023.24	\$ 3,791.19	\$ 8,814.43
11. Staff Education and Training	\$ 1,468.71	\$ 923.55	\$ 2,392.25	\$ -	\$ -	\$ -	\$ 1,468.71	\$ 923.55	\$ 2,392.25
12. Subcontracts/Agreements	\$ -	\$ 5,965.12	\$ 5,965.12	\$ -	\$ -	\$ -	\$ -	\$ 5,965.12	\$ 5,965.12
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food	\$ 13,601.00	\$ 2,002.39	\$ 15,603.39	\$ -	\$ -	\$ -	\$ 13,601.00	\$ 2,002.39	\$ 15,603.39
Misc.	\$ 14,210.00	\$ 1,824.40	\$ 16,034.40	\$ -	\$ -	\$ -	\$ 14,210.00	\$ 1,824.40	\$ 16,034.40
Apartment Linens, etc	\$ 23,791.60	\$ -	\$ 23,791.60	\$ -	\$ -	\$ -	\$ 23,791.60	\$ -	\$ 23,791.60
TOTAL	\$ 3,082,810.20	\$ 301,316.65	\$ 3,384,126.85	\$ -	\$ -	\$ -	\$ 3,082,810.20	\$ 301,316.65	\$ 3,384,126.85

Indirect As A Percent of Direct

9.8%

Fee Income	\$ 1,985,811	\$ -	\$ 1,985,811
General Fund \$ from State NH	\$ 1,398,316	\$ -	\$ 1,398,316
Total Income	\$ 3,384,127	\$ -	\$ 3,384,127

State of New Hampshire

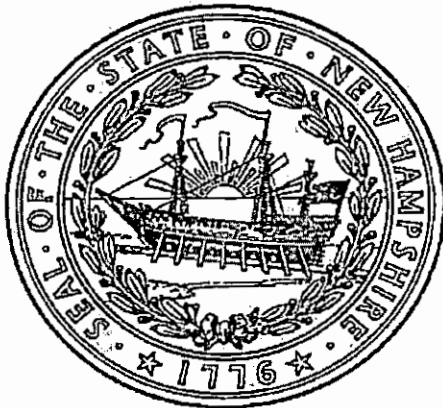
Department of State

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 "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following are true copies of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 22, 2018.

RESOLVED: That the President and/or Treasure is hereby authorized on behalf of this Corporation 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 27th day of April, 2018.
4. Peter Evers is duly elected President of the Corporation.

Andrea D. Beaudoin

Signature of Assistant Secretary

State of New Hampshire
County of Merrimack

The forgoing instrument was acknowledged before me this 27 day of April, 2018
by Andrea D. Beaudoin.

Kelly Moore

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: KELLY D. MOORE, Justice of the Peace
State of New Hampshire
My Commission Expires December 20, 2022.

Client#: 1364844

RIVERCOM12

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/17/2018

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 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 (A/C, No, Ext): 855 874-0123 FAX (A/C, 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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bi & PD Ded:\$10K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1752293	01/01/2018	10/01/2018	EACH OCCURRENCE	\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)					\$500,000	
		MED EXP (Any one person)					\$10,000	
		PERSONAL & ADV INJURY					\$1,000,000	
		GENERAL AGGREGATE					\$3,000,000	
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1719447	10/01/2017	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB611135	01/01/2018	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	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PHPK1752293	01/01/2018	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

See list

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RIVECOM-01

DBEAUDIN

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/05/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Davis & 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		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: A.I.M Mutual Insurance Company		
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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					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 <input checked="" type="checkbox"/> N N/A	ECC60040001272017A	10/01/2017	10/01/2018	PER STATUTE 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 NH DHHS 129 Pleasant St 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 <i>Diane P. Beaudois</i>
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Mission & Values

Mission

- We care for the behavioral 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.

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2017

Riverbend Community Mental Health, Inc.
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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 statements of financial position as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the 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, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Schedules 1 through 5 and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 1, 2017, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell Blaugman + Sygent

St. Albans, Vermont
September 1, 2017

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

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,462,609	\$ 1,018,185
Client service fees receivable, net	1,071,565	1,695,279
Other receivables	656,002	387,221
Investments	7,433,862	6,733,320
Prepaid expenses	126,744	94,128
Tenant security deposits	<u>23,763</u>	<u>22,482</u>
TOTAL CURRENT ASSETS	<u>11,774,545</u>	<u>9,950,615</u>
 PROPERTY & EQUIPMENT, NET	 <u>10,517,897</u>	 <u>10,810,458</u>
 OTHER ASSETS		
Investment in Behavioral Information Systems	<u>100,893</u>	<u>86,520</u>
 RESTRICTED CASH, Rural Development Fund	 <u>-</u>	 <u>21,396</u>
 TOTAL ASSETS	 <u>\$ 22,393,335</u>	 <u>\$ 20,868,989</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 86,550	\$ 113,738
Accrued expenses	564,121	455,646
Tenant security deposits	23,763	22,482
Accrued compensated absences	660,849	585,245
Current portion of long-term debt	215,980	227,232
Deferred revenue	<u>62,358</u>	<u>141,378</u>
TOTAL CURRENT LIABILITIES	<u>1,613,621</u>	<u>1,545,721</u>
 LONG-TERM LIABILITIES		
Long-term debt, less current portion	6,780,273	7,115,517
Unamortized debt issuance costs	<u>(373,480)</u>	<u>(401,802)</u>
Long-term debt, net of unamortized debt issuance costs	<u>6,406,793</u>	<u>6,713,715</u>
 Interest rate swap liability	 <u>126,638</u>	 <u>207,783</u>
TOTAL LONG-TERM LIABILITIES	<u>6,533,431</u>	<u>6,921,498</u>
 NET ASSETS		
Unrestricted	10,802,587	9,057,618
Temporarily restricted	<u>3,443,696</u>	<u>3,344,152</u>
TOTAL NET ASSETS	<u>14,246,283</u>	<u>12,401,770</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 22,393,335</u>	 <u>\$ 20,868,989</u>

See Accompanying Notes to Financial Statements.

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

	2017			
	Unrestricted	Temporarily Restricted	All Funds	2016
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	\$ 1,440,068	\$ -	\$ 1,440,068	\$ 283,526
State of New Hampshire – BBH	1,823,655	7,500	1,831,155	1,800,755
In-kind donations	170,784	-	170,784	170,784
Contributions	89,107	-	89,107	145,214
Other	798,173	-	798,173	537,117
Total Public Support	<u>4,321,787</u>	<u>7,500</u>	<u>4,329,287</u>	<u>2,937,396</u>
Revenues -				
Client service fees, net of provision for bad debts	19,421,000	-	19,421,000	18,411,745
Other	3,543,096	-	3,543,096	3,086,924
Net assets released from restrictions	173,734	(173,734)	-	-
Total Revenues	<u>23,137,830</u>	<u>(173,734)</u>	<u>22,964,096</u>	<u>21,498,669</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>27,459,617</u>	 <u>(166,234)</u>	 <u>27,293,383</u>	 <u>24,436,065</u>
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	4,947,705	-	4,947,705	4,789,658
Emergency services	1,117,305	-	1,117,305	1,332,376
ACT Team	1,366,877	-	1,366,877	1,257,966
Outpatient - Concord	4,248,373	-	4,248,373	3,859,469
Outpatient - Franklin	1,876,229	-	1,876,229	1,751,273
Multi-Service Team - Community Support Program	5,321,409	-	5,321,409	5,028,953
Mobile Crisis	1,821,258	-	1,821,258	1,302,719
Community Residence - Twitchell	912,165	-	912,165	861,157
Community Residence - Fellowship	554,297	-	554,297	624,440
Restorative Partial Hospital	564,378	-	564,378	580,442
Supportive Living - Community	1,296,510	-	1,296,510	1,250,754
Other Non-BBH	2,024,109	-	2,024,109	1,292,089
Administrative	197,289	-	197,289	43,580
 TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	 <u>26,247,904</u>	 <u>-</u>	 <u>26,247,904</u>	 <u>23,974,876</u>
 EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	 1,211,713	 (166,234)	 1,045,479	 461,189
 INVESTMENT INCOME (LOSS)	 <u>452,111</u>	 <u>265,778</u>	 <u>717,889</u>	 <u>(65,856)</u>
 TOTAL INCREASE (DECREASE) IN NET ASSETS	 1,663,824	 99,544	 1,763,368	 395,333
 NET ASSETS, BEGINNING OF YEAR	 9,057,618	 3,344,152	 12,401,770	 11,942,091
Change in fair value of interest rate swap liability	81,145	-	81,145	64,346
 NET ASSETS, END OF YEAR	 <u>\$ 10,802,587</u>	 <u>\$ 3,443,696</u>	 <u>\$ 14,246,283</u>	 <u>\$ 12,401,770</u>

See Accompanying Notes to Financial Statements.

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

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 1,763,368	\$ 395,333
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	844,950	694,882
Unrealized (gain) loss on investments	413,665	128,271
Changes in:		
Client service fee receivables	623,714	(668,355)
Other receivables	(268,781)	98,558
Prepaid expenses	(32,616)	5,826
Restricted cash - Rural Development Fund	21,396	(1,277)
Accounts payable and accrued expenses	156,891	(1,374,957)
Deferred revenue	<u>(79,020)</u>	<u>(296)</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>3,443,567</u>	<u>(722,015)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(524,069)	(3,888,769)
Investment activity, net	<u>(1,128,579)</u>	<u>1,954,491</u>
NET CASH (USED) IN INVESTING ACTIVITIES	<u>(1,652,648)</u>	<u>(1,934,278)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	<u>(346,495)</u>	<u>(220,993)</u>
NET INCREASE (DECREASE) IN CASH	1,444,424	(2,877,286)
CASH AT BEGINNING OF YEAR	<u>1,018,185</u>	<u>3,895,471</u>
CASH AT END OF YEAR	<u>\$ 2,462,609</u>	<u>\$ 1,018,185</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 303,095</u>	<u>\$ 306,908</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

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, 2014, 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, 2017

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, 2017

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.

During 2017, Riverbend increased its estimate in the allowance for doubtful accounts from 35% to 54% of total accounts receivable to \$1,251,893 as of June 30, 2017 from \$910,010 as of June 30, 2016. The current contracts will remain in place while the parties work out the remaining details of a return to a capitated system.

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 discounts but before taking into account of the provision for bad debts) recognized during the year ended June 30, 2017 totaled \$19,421,000, of which \$18,958,205 was revenue from third-party payors and \$462,795 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, 2017

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 81% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2017. 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 \$89,117 and \$73,150 at June 30, 2017 and 2016, respectively.

NOTE 2 CASH

At June 30, 2017 and 2016, the carrying amount of cash deposits was \$2,486,371 and \$1,060,418 and the bank balance was \$2,602,200 and \$1,070,795. Of the bank balance, \$1,051,231 and \$925,710 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$1,547,196 and \$142,950 was covered by an irrevocable letter of credit with TD Bank, N.A., and the remaining \$3,773 and \$2,135 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2017</u>	<u>2016</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 828,085	\$ 633,413
Receivable from insurance companies	452,458	323,413
Medicaid receivable	871,840	1,465,156
Medicare receivable	171,355	180,625
Housing fees	(280)	2,682
	2,323,458	2,605,289
Allowance for doubtful accounts	(1,251,893)	(910,010)
	<u>\$1,071,565</u>	<u>\$1,695,279</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 3 ACCOUNTS RECEIVABLE (continued)

	<u>2017</u>	<u>2016</u>
ACCOUNTS RECEIVABLE - OTHER		
Due from Penacook Assisted Living Facility	\$ 14,160	\$ 14,160
State of New Hampshire	<u>641,842</u>	<u>373,061</u>
	<u>\$ 656,002</u>	<u>\$ 387,221</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>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	343,102	4,472,950
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>\$ 407,773</u>	<u>\$7,433,861</u>
<u>2016</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 135,176	\$ -	\$ 135,176
U.S. Treasuries	49,426	1,410	50,836
Corporate Bonds	878,735	6,266	885,001
Equities	54,167	6,860	61,027
Mutual Funds	<u>5,634,386</u>	<u>(33,106)</u>	<u>5,601,280</u>
	<u>\$6,751,890</u>	<u>\$ (18,570)</u>	<u>\$6,733,320</u>

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2017

NOTE 4 INVESTMENTS (continued)

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

	<u>2017</u>	<u>2016</u>
Interest and dividends	\$ 211,788	\$ 223,114
Realized gains (losses)	117,466	(101,451)
Unrealized gains (losses)	413,665	(141,979)
Fee expenses	(39,404)	(40,956)
Returns from BIS	<u>14,374</u>	<u>(4,584)</u>
 TOTAL	 <u>\$ 717,889</u>	 <u>\$ (65,856)</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, 2017. 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, 2017

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2017</u>	<u>2016</u>
Land	\$ 953,387	\$ 953,387
Buildings	14,843,708	14,738,079
Leasehold Improvements	351,960	351,960
Furniture and Fixtures	3,426,328	3,320,575
Equipment	1,423,269	1,122,203
Software licenses	<u>14,389</u>	<u>14,153</u>
	21,013,041	20,500,357
Accumulated Depreciation	<u>(10,495,144)</u>	<u>(9,689,899)</u>
 NET BOOK VALUE	 <u>\$ 10,517,897</u>	 <u>\$ 10,810,458</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, 2017 and 2016, Riverbend paid BIS \$43,135 and \$57,488, respectively, for software support and services.

BIS owed Riverbend \$44,782 and \$36,303 at June 30, 2017 and 2016, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 8 LONG-TERM DEBT

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

	<u>2017</u>	<u>2016</u>
Mortgage payable, \$206,500 note dated 12/9/99. Interest at 4.5%. Monthly payments of principal and interest of \$1,047. Matures December 2029. Secured by building.	\$ -	\$ 126,272
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.	10,974	16,241
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.	48,357	57,149
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.	3,475,000	3,610,000
Note payable, City of Concord, \$24,371 note dated August 2011, Monthly payments of principal and interest of \$438 at 3% interest. Matures August 2016.	-	882
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. Matures January 2018.	11,922	32,205

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2017

NOTE 8 LONG-TERM DEBT (continued)

	<u>2017</u>	<u>2016</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 is subject to various financial covenant calculations.	3,450,000	3,500,000
	6,996,253	7,342,749
Less: Current Portion	<u>(215,980)</u>	<u>(227,232)</u>
Long-term Debt	<u>6,780,273</u>	<u>7,115,517</u>
Less: Unamortized debt issuance costs	<u>(373,480)</u>	<u>(401,802)</u>
	<u>\$ 6,406,793</u>	<u>\$ 6,713,715</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>
2018	\$ 215,980
2019	214,060
2020	219,230
2021	228,792
2022	238,792
Thereafter	<u>5,879,399</u>
	<u>\$ 6,996,253</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 July 1, 2008. The letter is for \$4,100,000 and expires July 23, 2018.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 9 DEFERRED INCOME

	<u>2017</u>	<u>2016</u>
Concord Hospital	\$ 62,358	\$ 75,930
Miscellaneous Grants	<u>-</u>	<u>65,448</u>
 TOTAL DEFERRED INCOME	 <u>\$ 62,358</u>	 <u>\$ 141,378</u>

NOTE 10 LINE OF CREDIT

As of June 30, 2017, 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, 2018 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 various funds at year end.

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

	<u>2017</u>	<u>2016</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>12,368</u>	<u>13,190</u>
	<u>\$ 12,368</u>	<u>\$ 13,190</u>

Riverbend collected \$86,729 and \$81,053 for property management services and \$63,463 and \$64,385 for contracted housekeeping services from the affiliate during the years ended June 30, 2017 and 2016, 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, 2017 and 2016, such contributions were \$236,762 and \$185,772, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2017

NOTE 13 OPERATING LEASES

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

Year Ending June 30,	Amount
2018	\$ 29,672
2019	27,876
2020	28,344
2021	28,826
2022	29,322
	\$ 144,040

Total rent expense for the years ended June 30, 2017 and 2016 was \$30,371 and \$40,127, respectively.

NOTE 14 CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

On January 1, 2016, Riverbend Community Mental Health, Inc. changed its method of accounting for debt issue costs to conform with ASU 2015-03, effective for fiscal years beginning after December 15, 2016. The change was adopted retroactively. Under the new accounting method, the entity must now report their debt costs net of debt issue costs, increasing the effective interest rate. As a result, the cumulative effect of applying the method, the following amounts increased/ (decreased):

	2017	2016
Debt Issuance Costs	\$ (373,480)	\$ (401,802)
Long-Term Debt	\$ (373,480)	\$ (401,802)

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 1, 2017, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2017, have been incorporated into the financial statements herein.

Subsequent to year end Riverbend refinanced the 2008 NHHEFA bond with a 10 year forward looking swap at 2.76%.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL REVENUES
 For the Year Ended June 30, 2017, with
 Comparative Totals for 2016

	2017 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	SUD, RCA,		Multi- Service Team	Mobile Crisis	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	RCMH Mgmt. Services (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	Integrated Care (Federal)	Section 1115 Walker (Non-BBH)	2016
							5 West, Aulism Supportive Living (Non-Eligibles)	ACT Team											
PROGRAM SERVICE FEES																			
Net Client Fees	\$ 462,795	\$ -	\$ 462,795	\$ 85,771	\$ 7,679	\$ 7,898	\$ 145,403	\$ 22,136	\$ 148,638	\$ 6,415	\$ 18,184	\$ 14,332	\$ 4,603	\$ -	\$ -	\$ 697	\$ 1,039	\$ -	\$ 392,114
HMO's	1,022,907	-	1,022,907	276,505	45,749	-	494,759	12,059	151,058	42,748	-	-	-	-	-	-	-	-	950,496
Blue Cross/Blue Shield	365,588	-	365,588	91,978	17,889	538	202,946	2,193	34,088	18,276	-	-	-	-	-	-	-	-	380,049
Medicaid	15,839,310	302,508	16,336,802	3,685,481	191,652	439,294	738,045	804,924	7,520,768	250,314	485,737	330,597	672,835	-	-	211,063	6,104	-	14,757,489
Medicare	742,256	-	742,256	-	727	6,157	245,868	29,346	453,089	6,982	-	-	87	-	-	-	-	-	735,945
Other Insurance	621,890	-	621,890	169,310	28,259	5,927	318,501	7,137	67,674	25,053	29	-	-	-	-	-	-	-	654,129
Other Program Fees	566,254	-	566,254	59,052	-	-	90,313	-	20,608	-	128,632	-	233,129	-	32,725	-	720	1,075	541,523
PROGRAM SALES																			
Service	3,543,098	-	3,543,098	-	990,946	-	1,469,965	-	9,061	-	-	5,786	-	799,785	-	-	-	267,543	3,088,924
PUBLIC SUPPORT																			
United Way	122,992	-	122,992	-	-	-	101,508	-	-	-	-	-	-	21,484	-	-	-	-	67,671
Local/County Gov't	4,000	-	4,000	4,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000
Donations/Contributions	89,107	-	89,107	6,364	-	27	15,000	-	15,040	315	418	-	84	51,859	-	-	-	-	145,214
Other Public Support	598,921	180,253	418,668	45,920	29,194	-	297,717	-	6,590	23,739	1,426	-	-	-	2,775	7,301	-	4,008	400,539
DCYF	100	-	100	100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	163
FEDERAL FUNDING																			
Other Federal Grants	1,285,287	-	1,285,287	-	3,854	-	629,336	182,500	-	-	-	-	-	-	-	1	469,806	-	247,276
PATH	36,250	-	36,250	-	-	-	-	-	-	-	-	-	36,250	-	-	-	-	-	36,250
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-	-	-	-	144,888	-	20,698	-	-	-	-	-	170,784
OTHER REVENUES	190,681	17,033	173,848	9,621	125	-	1,111	256	4,898	6,150	-	-	523	151,136	-	28	-	-	64,744
BBH	1,831,155	-	1,831,155	3,972	3,854	-	196,329	183,500	6,300	1,437,200	-	-	-	-	-	-	-	-	1,600,755
TOTAL PROGRAM REVENUES	\$ 27,293,383	\$ 499,794	\$ 28,793,589	\$ 4,442,975	\$ 1,319,908	\$ 459,841	\$ 4,946,801	\$ 1,244,081	\$ 8,437,630	\$ 1,815,190	\$ 779,312	\$ 350,685	\$ 968,209	\$ 1,024,274	\$ 35,500	\$ 219,090	\$ 477,469	\$ 272,624	\$ 24,436,065

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2017, with
 Comparative Totals for 2016

	SUD, R.C.A.																	2016	
	2017 Totals	Total Adm'n.	Total Programs	Children & Adolescents	Emergency Services/Assessment	Restorative Partial Hospital	6 West, Autism Supportive Living (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis	Comm. Res. Twichell	Comm. Res. Fellowship	Comm. Supp. Living	RCMH Mgmt. Services (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	Integrated Care (Federal)		Section 1115 Waiver (Non-BBH)
PERSONNEL COSTS																			
Salary & Wages	\$ 16,835,711	\$ 1,095,042	\$ 15,740,669	\$ 2,067,901	\$ 765,662	\$ 273,129	\$ 2,687,404	\$ 807,096	\$ 4,456,230	\$ 1,173,065	\$ 442,804	\$ -	\$ 677,697	\$ 672,440	\$ 23,044	\$ 156,619	\$ 231,762	\$ 205,826	\$ 15,235,356
Employee Benefits	3,242,542	271,309	2,971,233	657,009	90,163	84,690	275,786	215,287	1,004,083	183,474	107,294	-	181,347	59,839	927	47,013	84,609	19,814	2,988,887
Payroll Taxes	1,193,755	79,256	1,114,499	217,276	52,494	20,070	189,724	56,964	324,809	66,589	32,423	-	51,013	43,081	1,760	11,808	14,146	13,563	1,087,198
PROFESSIONAL FEES																			
Substitute Staff	23,744	23,594	150	-	-	-	(12,712)	-	12,712	-	-	-	-	-	-	-	150	-	279,567
Accounting	44,655	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	40,300
Legal Fees	58,971	58,971	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,507
Other Prof. Fees/Consult.	1,014,785	130,459	884,326	63,859	3,506	2,829	63,113	8,587	34,267	16,101	991	547,097	2,051	-	2,932	8,605	134,697	6,691	1,025,521
STAFF DEV. & TRAINING																			
Journals & Pub.	7,050	1,333	5,723	395	134	-	3,141	61	475	343	-	-	150	-	-	150	874	-	9,094
Conferences and Conv.	83,718	12,255	71,463	11,119	501	330	16,354	1,345	23,300	1,047	2,433	-	1,977	229	-	1,188	10,722	918	72,713
OCCUPANCY COSTS																			
Rent	53,789	11,545	42,244	13,432	547	2,429	18,806	2,211	-	1,063	-	-	-	-	3,756	-	-	-	61,744
Heating Costs	47,181	7,288	39,893	2,894	337	1,008	5,703	803	6,299	5,051	-	-	17,159	-	-	1,415	224	-	54,017
Other Utilities	190,866	29,397	161,469	18,622	1,342	5,215	18,864	8,688	41,308	12,212	11,265	-	37,151	-	-	3,854	4,753	-	173,862
Maintenance and Repairs	163,285	24,148	139,139	14,774	3,043	4,455	21,840	6,271	39,960	10,554	7,102	-	28,395	-	-	2,306	3,539	-	133,139
Taxes	6,087	-	6,087	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,384
CONSUMABLE SUPPLIES																			
Office	339,589	111,075	228,514	43,750	7,245	4,545	49,932	9,744	61,168	19,053	8,139	-	11,773	391	32	1,741	8,911	6,002	333,824
Building/Household	48,518	7,155	41,363	5,023	844	2,189	5,325	1,639	6,880	2,763	7,309	-	7,660	-	-	790	641	-	45,229
Educational/Training	32,571	-	32,571	22,555	-	27	2,428	1,358	1,760	2,775	-	-	-	-	788	-	882	-	28,492
Food	90,456	13,087	76,489	4,513	730	21,220	8,368	961	8,825	13,489	14,901	-	3,344	20	-	266	1,824	230	81,880
Medical	47,966	48	47,918	96	287	140	31,878	352	3,750	861	1,817	-	323	-	-	-	8,314	-	8,151
ADVERTISING	89,117	39,675	49,442	5,753	1,509	523	16,345	1,228	7,700	2,909	844	-	1,651	-	-	303	2,400	8,277	73,151
PRINTING	27,077	13,003	14,074	2,632	409	26	7,170	57	3,053	522	39	-	67	-	-	14	46	-	43,920
TELEPHONE/																			
COMMUNICATIONS	288,967	58,367	228,600	35,234	26,609	5,708	32,717	13,627	60,618	23,289	11,487	-	13,166	-	-	2,704	3,541	-	223,077
POSTAGE/SHIPPING	27,251	13,128	14,123	3,164	1,341	880	1,300	549	4,228	287	388	-	1,212	315	8	137	334	-	22,660
TRANSPORTATION																			
Staff	363,844	53,181	310,663	96,559	204	100	9,169	32,196	157,535	3,590	2,008	-	5,402	215	-	389	3,216	62	338,700
Clients	28,958	3,062	25,938	3,511	27	13,941	509	143	576	2,231	3,278	-	1,707	14	-	-	-	-	24,999
INSURANCE																			
Malpractice and Bonding	171,512	12,355	159,157	30,508	25,604	7,377	21,372	5,617	43,921	2,647	8,672	-	8,524	-	-	1,517	1,598	-	166,801
Vehicles	12,976	936	12,040	1,738	-	4,397	-	-	651	699	3,101	-	1,595	19	-	-	-	-	11,904
Comp. Property & Liab.	18,778	2,681	16,096	2,890	788	861	2,400	877	3,960	1,036	313	-	2,428	-	-	362	360	-	17,578
INTEREST EXPENSE	331,417	168,832	162,785	47,212	3,237	23,065	35,373	8,931	2,881	6,771	-	-	26,982	-	-	8,333	-	-	308,908
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-	-	-	144,886	-	20,698	-	-	-	-	-	170,784
DEPRECIATION AND AMORTIZATION																			
EQUIPMENT MAINTENANCE	816,828	98,426	718,202	164,427	18,379	23,571	114,273	46,367	152,687	65,550	9,716	-	78,534	-	-	20,840	13,879	-	694,882
MEMBERSHIP DUES	27,605	7,382	20,223	2,254	1,966	810	2,521	1,051	6,729	1,173	1,603	-	760	-	-	625	731	-	22,777
OTHER EXPENDITURES	46,501	35,747	10,754	2,259	463	9	3,994	74	3,805	22	13	-	19	-	-	3	93	-	37,563
TOTAL EXPENSES	28,247,904	2,642,636	23,605,268	4,469,339	1,008,279	569,812	3,837,621	1,234,721	6,501,763	1,845,170	823,873	647,097	1,171,167	776,741	33,813	272,687	511,562	260,493	23,874,881
ADMIN ALLOCATION	-	(2,445,347)	2,445,347	478,366	108,028	54,686	410,752	132,156	695,875	178,088	88,182	7,200	125,353	83,137	1,691	29,188	54,757	-	-
TOTAL PROGRAM EXPENSES	26,247,904	197,289	26,050,615	4,947,705	1,117,305	584,378	4,248,373	1,366,877	7,197,638	1,821,258	912,165	554,297	1,206,510	859,878	35,604	301,885	566,319	260,493	23,874,881
SURPLUS/(DEFICIT)	\$ 1,045,470	\$ 302,505	\$ 742,974	\$ (504,730)	\$ 202,603	\$ (104,637)	\$ 698,426	\$ (122,796)	\$ 1,239,992	\$ (6,088)	\$ (132,853)	\$ (203,612)	\$ (328,301)	\$ 184,396	\$ (4)	\$ (82,785)	\$ (88,880)	\$ 12,131	\$ 481,184

Riverbend Community Mental Health, Inc.
 ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2017

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2016	<u>\$ 201,299</u>	<u>\$ 1,831,155</u>	<u>\$ (1,838,135)</u>	<u>\$ 194,319</u>

Analysis of Receipts:

<u>BBH & Federal Fund Payments</u>			
07/11/16	\$ 54,835	02/15/17	(76,460)
07/19/16	66,352	02/17/17	1,067
07/20/16	13,391	02/23/17	330,134
07/31/16	3,644	03/01/17	117,921
08/22/16	5,550	03/06/17	96,136
09/01/16	23,468	03/09/17	4,383
09/02/16	119,864	03/20/17	3,901
09/09/16	1,057	04/03/17	27,842
09/28/16	46,266	04/04/17	185,571
10/06/16	35,667	04/14/17	2,765
10/12/16	189,475	04/14/17	3,116
10/03/16	8,053	04/25/17	107,146
11/14/16	5,660	05/08/17	10,236
11/15/16	84,577	05/15/17	102,033
11/30/16	269,455	05/26/17	144,281
12/01/16	50,482	06/07/17	72,811
12/20/16	97,394	06/09/17	227,633
12/29/16	192,804	06/12/17	9,657
01/05/17	91,744	06/16/17	3,209
01/23/17	76,460	06/21/17	42,246
01/24/17	76,460	06/22/17	9,878
01/30/17	10,810	06/27/17	107,228
		06/28/17	69,117
		Less: Federal Monies	<u>(1,287,184)</u>
			<u>\$ 1,838,135</u>

Riverbend Community Mental Health, Inc.
 ANALYSIS OF CLIENT SERVICE FEES
 For the Year Ended June 30, 2017

	<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	\$ 633,413	\$ 3,117,013	\$ (2,282,469)	\$ (150,153)	\$ (489,719)	\$ 828,085
Blue Cross/Blue Shield	57,516	634,375	(268,788)	3,891	(377,614)	49,380
Medicaid	1,465,156	26,177,203	(10,537,895)	(155,687)	(16,076,937)	871,840
Medicare	180,625	934,321	(192,065)	2,935	(754,461)	171,355
Other insurance	265,897	2,556,198	(911,401)	66,103	(1,573,719)	403,078
Housing fees	<u>2,682</u>	<u>362,269</u>	<u>(1,267)</u>	<u>(489)</u>	<u>(363,475)</u>	<u>(280)</u>
TOTALS	<u>\$ 2,605,289</u>	<u>\$ 33,781,379</u>	<u>\$ (14,193,885)</u>	<u>\$ (233,400)</u>	<u>\$ (19,635,925)</u>	<u>\$ 2,323,458</u>

Riverbend Community Mental Health, Inc.
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 For the Year Ended June 30, 2017

Federal Grantor/Program Title	Pass-Through Entity Number	CFDA Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through the State of New Hampshire,			
Department of Health and Human Services:			
Prevention and Treatment of Substance Abuse	16-DHHS-DCBCS-BDAS	93.959	\$ 588,987
Prevention and Treatment of Substance Abuse	16-DHHS-DCBCS-BDAS	93.959	<u>88,521</u>
			<u>677,508</u>
SAMSHA Projects of Regional and National Significance	5H79SM062163-02	93.243	<u>469,606</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Projects for Assistance in Transition from Homelessness	95-42-123010-7926	93.150	<u>36,250</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 1,183,364</u>

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

SINGLE AUDIT REPORTS



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 1, 2017.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Kittell Branagan & Synt

St. Albans, Vermont
September 1, 2017



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE REQUIRED
BY THE UNIFORM GUIDANCE**

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

Report on Compliance for Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2017. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Riverbend Community Mental Health, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Riverbend Community Mental Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance.

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

Opinion on Each Major Federal Program

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

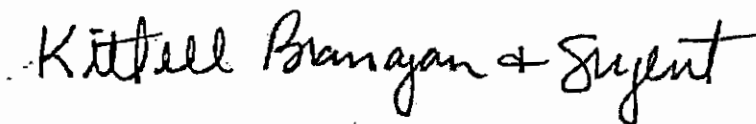
Report on Internal Control Over Compliance

Management of Riverbend Community Mental Health, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Riverbend Community Mental Health, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over compliance.

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

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



St. Albans, Vermont
September 1, 2017

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2017

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.
2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as a major program were:
 - 93.959 - Substance Abuse Prevention and Treatment Block Grant
 - 93.959 - Granite United Way/DHHS – CAPH Continuum of Care Grant
8. The threshold used for distinguishing between Types A and B programs was \$750,000.
9. Riverbend Community Mental Health, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

Riverbend Community Mental Health, Inc.
Board of Directors

Meg Miller, Chair
Leslie Walker, CPA, Vice Chair
John Duval, Secretary
Peter Evers, President/CEO, <i>Ex Officio</i>
Andrea Beaudoin, Assistant Secretary
John Barthelmes
Peg Blume
Frank Boucher
Leslie Combs
Ross Cunningham
Anna-Marie DiPasquale
James Doremus
Christopher Eddy
John Hastings
Randy Hayes
Lucy Hodder
Bhagirath Khatiwada
Karen Levchuk
Rabbi Robin Nafshi
Jill Savage
Carol Sobelson
Robert Steigmeyer, <i>Ex Officio</i>

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name of Program: MOBILE CRISIS SERVICES AND SUPPORTS

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%	\$15,658
Chris Mumford	Sr. VP/COO	\$115,000	12.00%	\$13,799
Oswaldo Evangelista	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)				\$39,987

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 \$22 million mental health agency with 300 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.
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 Clinical Director	Boston, MA
	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 Vice President, Behavioral Health	Roxbury, MA
	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 Director of Acute Care Services	Boston, MA
	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 Area Director	Malden, MA
	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 Area Program Manager	Roxbury, MA
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.

Allan Mark Moses

PROFESSIONAL EXPERIENCE:

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

3 North State Street, Concord, NH 03301

Senior Vice-President and Chief Financial Officer, 1981 - Present

- *Responsible for the management duties involving general supervision of all fiscal management services, investment strategies and legislative liaisons.
- *Supervisory and administrative capacity of this \$24+ million behavioral health organization including the accounting, general ledger operations, banking relationships, risk management assessments, legal, finance, insurance and fundraising activities.
- *Oversee and manage endowment fund, restricted funds, trustee funds and operating cash.
- *Responsible for the execution of a six million dollar tax-exempt bond issued in February, 2003 and a six million dollar tax-exempt bond in July, 2008.
- *Responsible for fiscal oversight and management of fourteen owned properties.
- *Liaison with external organizations involving negotiation of contracts and grants.
- *Supervise the assisted living division (3 homes-117 bed capacity).
- *Preparation of annual business plan, capital expenditures and operations budgets.
- *Participation on Board of Directors, Executive committee, Philanthropy committee, Audit committee and Finance committee.
- *Proven track record of successful audit results with minimal adjusting entries.

BEHAVIORAL INFORMATION SYSTEMS, LLC

23 Bank Street, Lebanon, NH

Managing General Partner

- *General Partner for a computer consulting company that provides information services to multiple customers on both short-term and long-term consulting aspects specific to behavioral health applications.
- *Integrated a system development effort that successfully generated over \$500,000 in annual sales.

PENACOOK ASSISTED LIVING FACILITY, INC..

d/b/a John H. Whitaker Place Assisted Care Community

30 Borough Road, Penacook, NH 03303

President, July 1999 – Present

- *Instrumental in the planning, financing, development and initial implementation of this fifty-four unit affordable assisted care community located in Penacook, NH.
- *Responsible for development budget and construction oversight of this \$6 million facility.
- *Annual preparation of the \$2 million operations budget and supervision of on-site Executive Director.
- *Responsible for Board development and community representation.
- *Participation in Board of Directors and strategic planning, finance and quality assurance.

Education:

1980

Master of Business Administration - Management Degree

Southern New Hampshire University

New Hampshire College, Manchester, NH

1974

Bachelor of Arts - Social Work and Sociology

Ohio University, Athens, Ohio

Professional Memberships and Activities:

Member, Board of NH Health and Education Facilities Authority, G&C approved 2014

~~Past-President, Board of Directors, NH Association of Residential Care Homes, 2002-2006~~

Former Chair, Investment committee, Centennial Senior Center, 1999-2005

Past Member, Investment Committee, Concord Hospital/Capital Region Health Care

Former Chair, Community Provider Network Transportation Council, 1999-2003

Treasurer, Board of Directors, Bow Falcon Booster Club, (14 years)

Treasurer, Board of Directors, Temple Beth Jacob, past-14 years served

Family:

3 children: Eric (32), Kelsea (28) and Trevor (22)

References furnished upon request.

Oswaldo J. Evangelista, M D

Professional Profile Intensive experience treating severe mental illness in adults, geriatric psychiatry and dual diagnosis (mental illness and addictions, mental illness and intellectual disabilities)

On-call experience covering Concord Hospital Emergency Services, consultation service, and inpatient units

Thorough knowledge of electronic health records

Many years in private practice, well versed in psychopharmacology and individual psychotherapy, performing psychiatric evaluations, crisis intervention and medication follow ups

Bilingual in Spanish and English – naturalized US citizen since 1980, born in Buenos Aires

Board Certification and Licensures

Jun 2012 Licensed in New Hampshire as a Physician
Jan 1980 Board Certified in Psychiatry by The American Board of Psychiatry and Neurology
Jun 1976 Licensed in New York as a Physician

Education

Dec 1972 Physician, University of Buenos Aires School of Medicine (Argentina)
Jul 1974 - Jun 1975 Straight Medical Internship, Long Island College Hospital (Brooklyn, NY)
Jul 1975 - Jun 1978 Residency in Psychiatry, The Roosevelt Hospital (New York, NY)

Experience

Nov 2014 - present Medical Director, Riverbend Community Mental Health, Inc.
Jul 2014 - Oct 2014 Associate Medical Director at Mental Health Center of Greater Manchester
Apr 2012 - Jul 2014 Staff psychiatrist at Riverbend Community Mental Health, Inc.
Exceeded benchmarks for productivity, having done so every single quarter of employment
Jul 1984 - Mar 2012 Full time office based private practice (Flushing, NY)

Jul 1998 - Jun 2003 Member of Provider Advisory Board, Oxford Health Care Systems (New York, NY)
Jan 1994 - Jun 2001 Psychiatric Consultant, Managed Healthcare Systems (New York, NY)
Jul 1996 - Sep 1998 Member of Provider Advisory Board, Merit Behavioral Health (New York, NY)
Mar 1985 - Oct 1985 Psychiatric Consultant, Dept. of Corrections, Rikers Island (New York, NY)

Aug 1978 - Sep 1984 Part time Inpatient and Outpatient private practice (Flushing, NY)

1981 – 1982 *Psychiatric Social Worker III*
Philbrook Center, New Hampshire Hospital, Concord, NH

Responsible for: full privileging including "professional person in charge"; team leadership; case management; group, individual and family psychotherapy with severely emotionally disturbed children and adolescents; comprehensive court evaluations; coordination of multiple service delivery systems; and discharge planning.

1980 – 1981 *Therapist/Social Work Intern*
Partial Hospitalization Program, Central NH Community Mental Health Ctr. Concord, NH

Responsible for: provision of clinical services to a diverse adult population: intake/assessment, group, individual, and family psychotherapy; leading psycho-educational groups; treatment planning.

1980 – 1980 *Clinical Case Manager/Social Work Intern*
Tobey Adolescent Unit, New Hampshire Hospital, Concord, NH

Responsible for: provision of clinical assessment, treatment and case management to hospitalized severely emotionally disturbed adolescents and their families with an emphasis on rapid discharge and the development of community support networks.

1979 – 1980 *Correctional Psychiatric Aid*
Forensic Unit, New Hampshire Hospital, Concord, NH

Responsible for: developing and maintaining knowledge of state and federal forensic laws; creating and maintaining a safe, secure, therapeutic environment; crisis intervention; monitoring response to treatment and potentially dangerous behavior; and treatment planning.

1978 – 1981 *Mental Health Worker*
New Hampshire Hospital, Concord, NH

Responsibilities included: creating and maintaining a therapeutic environment; working with patients to implement treatment plans; and providing stabilization services and crisis intervention. *Continued part time during MSW program*

1972 – 1976 *Self-employed (Residential Construction)*
Bergen County, New Jersey

Professional Affiliations

National Alliance for the Mentally Ill in New Hampshire
National Association of Social Workers
Capital Region Visiting Nurses Association Evaluation Committee
N.A.S.W. Board of Directors (past)
University of Connecticut School of Social Work: Field Supervisor (past)
Plymouth State College: Field Supervisor (past)
International Association of Psychosocial Rehabilitation
NASMHPD; HRD and ACCSS Divisions (past)
Capital Region Health Care Corporator
Crotched Mountain Institutional Review Board

Aug 1978 - Sep 1984 Liaison and Consultation Service, Psychiatry Dept., The New York Hospital (Queens, NY)
Jan 1973 - Jun 1974 Physician, Dept. of Internal and Emergency Medicine, Zubizarreta Hospital (Buenos Aires, Argentina)

Hospital Affiliations

Apr 2012 - Jul 2014 Concord Hospital (Concord, NH)
Nov 2014 - present Concord Hospital (Concord, NH)

Professional Memberships

Apr 2012 - present New Hampshire Medical Society
Nov 2014 - present Rejoined American Psychiatric Association
Jul 1978 - Mar 2012 American Psychiatric Association
Jul 1978 - Mar 2012 American Medical Association
Jul 1978 - Mar 2012 Queens County Medical Society, NY
Jul 1978 - Mar 2012 Medical Society of New York State

Honors

July 1977 - Jun 1978 Chief Resident, Dept. of Psychiatry, The Roosevelt Hospital (New York, NY)
Dec 1972 Honor Diploma, Physician, University of Buenos Aires School of Medicine

Teaching

Apr 2012 - Jul 2014 Supervision of master level clinicians and psychiatric nurses
Apr 2012 - Jul 2014 Conducted case seminars, gave lectures at Agency, program, and team level about DSM5, PTSD, and other subjects
Jul 1977 - Sept 1984 Taught medical students at Columbia University and Fifth Pathway medical students at The York Hospital of Queens

Chris Mumford

Experience

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.
- 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.
-

Chris Mumford

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.
 - Provided licensure supervision to two clinicians on the clinical team.
 - Attained the status of Clinician III.
-

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.
-

1999-2002

Strafford Guidance Center

Dover, NH

Rehabilitation Outreach Worker

- Provided MIMS to adults with severe mental illnesses living independently in the community.
- Worked per diem as a mental health worker in a voluntary inpatient 12-bed facility.

Chris Mumford

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).
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- Worked per diem as a mental health worker in a voluntary inpatient 12-bed facility.

Chris Mumford

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.

References

References are available on request.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
Associate Commissioner

May 19, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into a contract with Riverbend Community Mental Health, Inc. (Vendor # 177192), 278 Pleasant Street, Concord NH 03302, for the provision of Mobile Crisis services and supports, in an amount not to exceed \$4,274,880, effective date of Governor and Executive Council approval through June 30, 2018. This contract is funded with 100% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2015, and are anticipated to be available in State Fiscal Years 2016, 2017 and 2018, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further Governor and Executive Council approval if needed and justified.

05-095-092-920010-59450000-102-502664-92204000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2015	102-502664	Contracts for Program Services	92204000	\$17,374
2016	102-502664	Contracts for Program Services	92204000	\$1,545,372
2017	102-502664	Contracts for Program Services	92204000	\$1,313,818
2018	102-502664	Contracts for Program Services	92204000	\$1,398,316
			Total	\$4,274,880

EXPLANATION

This request is for the provision of Mobile Crisis services and supports, in the New Hampshire Community Mental Health Region IV, for individuals eighteen years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorder.

The Bureau of Behavioral Health is New Hampshire's single state mental health authority. The Bureau of Behavioral Health seeks to promote full community inclusion for adults (18 years or older) having severe mental illness, severe and persistent mental illness or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

As part of New Hampshire's implementation of the Community Mental Health Agreement (Amanda D. Settlement), the Bureau of Behavioral Health is implementing the Mobile Crisis services and supports contract for the provision of two (2), two-bedroom, community crisis apartments, a mobile crisis team and timely accessible services and supports, to individuals, 18 years and older experiencing a mental health crisis, in NH Community Mental Health Region IV.

This agreement calls for the implementation of a mobile crisis team which will provide crisis stabilization and case management services. The agreement also includes the provision of a central phone triage system, where trained clinicians will complete the initial risk assessment to decide the type of services and/or supports the individual may need, and two (2), two-bedroom, mobile crisis apartments, which will serve as an alternative to hospitalization and/or institutionalization. One of the two-bedroom apartments will be certified and ready to receive individuals within sixty days of the approved contract date, the other two-bedroom apartment will be certified and ready to receive individuals within six months of the approved contract date, subject to acquisition of property and certificate of occupancy.

This contract was competitively bid. On January 12, 2015 the Department issued a Request for Proposals to solicit proposals from vendors to provide Mobile Crisis services and supports, in the New Hampshire Community Mental Health Region IV, to individuals 18 years or older who are experiencing a mental health crisis, including those with a co-occurring substance use disorder. The request for proposals was available on the Department of Health and Human Services website from January 12, 2015 through February 11, 2015. One proposal was received.

The proposal was evaluated by a team of Department of Health and Human Services employees with knowledge of the program-requirements, Division of Community Based Care Services, Bureau of Behavioral Health program and the Bureau of Homeless and Housing. The team also included staff with significant business and management expertise.

The proposal was evaluated based on the criteria published in the Request for Proposals. Riverbend Community Mental Health, Inc. met the criteria requirements and was awarded the contract. The bid summary is attached.

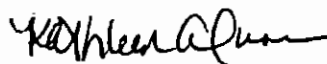
The attached contract calls for the provision of these services for three years and two months, and reserves the Division's right to renew the agreement for up to two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should Governor and Executive Council not approve this contract, the State of New Hampshire would be in violation of the Community Mental Health Agreement in relation to the lawsuit of Amanda D. vs. Governor Hassan, and individuals experiencing a mental health crisis could be placed in hospitals or long term facilities which could result in higher costs to the State.

Area Served: Merrimack County and part of Hillsborough County

Source of Funds: 100% General Funds

Respectfully Submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner



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

Mobile Crisis Services and Supports
RFP Name

15-DHHS-DCBCS-BBH-04
RFP Number

Bidder Name

1. **Riverbend Community Mental Health, Inc.**

Pass/Fail	Maximum Points	Actual Points
	200	170

Reviewer Names

1. Michele Harlan, Community Mental Health Program Administrator (Tech)
2. Stacy Calabro, NHH, Administrator IV (Tech)
3. Melissa Hatfield, BHHS, Program Specialist III (Tech)
4. Raymond Perry, Attorney
- 5.
6. Ann Driscoll, DEAS, Administrator III (Cost)
7. Donna Walker, Administrator III (Cost)
8. PJ Nadeau, OOS, Administrator III (Cost)
- 9.

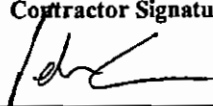


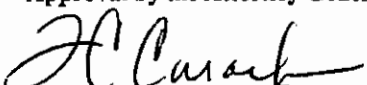
Subject: Mobile Crisis Services and Supports

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 Division for Children, Youth and Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address PO Box 2032 278 Pleasant Street Concord NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505 ext. 3231	1.6 Account Number 05-95-92-920010-5945	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$4,274,880
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Evers, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/27/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace SUSAN J CUMMINGS EXECUTIVE ASSISTANT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen A Durn Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 5/27/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



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.

2. Services to Be Provided

The Contractor shall provide Mobile Crisis Services and support, in the New Hampshire Community Mental Health Region IV (see Exhibit A-1 for designated coverage area), to individuals eighteen (18) years and older who are experiencing a mental health crisis. Mobile Crisis Services and Supports shall consist of the following activities:

- 2.1. The Contractor shall establish a mobile crisis team (MCT), within thirty (30) days from the date of the approved contract by Governor and Executive Council, which shall be composed of:
 - 2.1.1. Master's level trained clinicians,
 - 2.1.2. One (1) peer specialist, and
 - 2.1.3. One (1) on-call psychiatrist/APRN.
- 2.2. The Contractor shall provide the following services and supports within thirty (30) days from the date of the approved contract by Governor and Executive Council:
 - 2.2.1. A central phone triage system,
 - 2.2.1.1. For the Initial phone call, the clinician will complete the initial risk assessment and score the assessment to support making a determination as to what level of service will be provided to the caller.
 - 2.2.2. Phone support,
 - 2.2.2.1. The person calling will be provided with supportive listening, problem solving and referrals by a Master's level clinician, and/or a certified peer specialist.
 - 2.2.3. Lethality assessment,
 - 2.2.3.1. An intensive, face-to-face assessment shall be completed by a Master's level clinician, when required by the criteria set forth in paragraph 2.3.1,



Exhibit A

that includes a direct interview of the person in crisis. The interview will consist of:

- 2.2.3.1.1. Person's history;
 - 2.2.3.1.2. Conducting a mental status exam;
 - 2.2.3.1.3. Psychosocial assessment inclusive of input from other as indicated;
 - 2.2.3.1.4. An analysis of risk verses protective factors;
 - 2.2.3.1.5. A determination level of risk for self-harm and harm toward others, diagnostics; and
 - 2.2.3.1.6. A creation of a disposition/crisis plan.
- 2.2.4. Crisis stabilization counseling;
- 2.2.4.1. Including the provision of ongoing lethality assessment, by a Master's level clinician, case management/ connection to community based services, and therapeutic services. Assessment and therapeutic services shall be based on best practices and evidence informed approaches.
- 2.2.5. Crisis Case management, and
- 2.2.5.1. Including supportive counseling combined with expedited and affirmative linking with community based services.
- 2.2.6. Peer support.
- 2.2.6.1. In addition to real life experience, peer support specialists shall have specialized training and certification in a nationally recognized program. These specialists will offer specialized recovery promoting activities, provide supportive counseling, supportive listening, identify potential community based resources and assist the person with practical problem solving around life stressors. Services will be provided in a synergistic fashion with strong partnership between all members of the crisis team.
- 2.3. The Contractor shall provide a designated Mobile Crisis number that will be answered and triaged by a master's level clinician, twenty-four (24) hours per day, (7) seven days per week.
- 2.3.1. The clinician will gather information to determine the level and nature of the crisis using the following criteria;
- 2.3.1.1. Low = phone support and referrals.
 - 2.3.1.2. Medium = Crisis stabilization appointment given (no safety issues but client requires connection to services or other crisis stabilization level service).
 - 2.3.1.3. High = immediate response needed.



Exhibit A

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- 2.3.1.3.1. If an immediate response in person is needed, the team consisting of one Master's level Clinician and one peer specialist will respond in the following manner:
 - 2.3.1.3.1.1. Respond to person's home or other natural environments of residence,
 - 2.3.1.3.1.2. Respond to neutral community location (if it is determined the current environment is dangerous or unsafe),
 - 2.3.1.3.1.3. Respond to outpatient mental health settings,
 - 2.3.1.3.1.4. Respond with police/EMT when there are immediate safety issues (suicidal or homicidal with intent or medical emergency).
 - 2.3.1.4. Whether the person's needs may be met telephonically or by a face-to-face assessment, the Violence and Suicide Assessment (VASA) and/or the Crisis Triage Scale (CTRS), and the algorithms available in the tools, will be used to determine the safest intervention.
 - 2.3.1.4.1. The clinician will work with the client telephonically on safety planning and self-soothing techniques until the Mobile Crisis team member arrives in person.
 - 2.4. The Contractor shall respond onsite to a request for crisis assessment and intervention, on average, within one (1) hour of the call. Response times will be recorded and reviewed as part of the Quality Assurance (QA) process.
 - 2.5. The Contractor shall promptly assess individual needs.
 - 2.6. The Contractor shall identify the services and supports that are necessary to meet the individual's needs.
 - 2.7. The Contractor shall assist the individual with accessing those services and supports in a timely manner, either in-person or by telephone.
 - 2.8. The Contractor shall provide interventions to avoid unnecessary hospitalization, incarceration, or admission to a Designated Receiving Facility, Acute Psychiatric Residential Treatment Program, emergency room, or nursing home. Such interventions will include but not be limited to:
 - 2.8.1. 24 hour live answer of the Mobile Crisis Team line;
 - 2.8.2. Client centered approach;
 - 2.8.3. Peer specialist support;
 - 2.8.4. Treatment plans;
 - 2.8.5. Cognitive restructuring;
 - 2.8.6. Practical problem solving;



Exhibit A

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- 2.8.7. Coping skill education;
 - 2.8.8. Substance use disorder treatment;
 - 2.8.9. Trauma informed care;
 - 2.8.10. Linkage and mobilization of support systems; and
 - 2.8.11. Transportation.
- 2.9. The Contractor shall work to stabilize individuals as quickly as practical and assist them in returning to their pre-crisis level of functioning.
- 2.10. The Contractor shall work and coordinate with law enforcement personnel to respond to individuals in mental health crisis in situations involving law enforcement contact.
- 2.10.1. The Contractor will initiate meetings with regional police departments to educate them about the services offered by the Mobile Crisis Team and how to immediately access them.
- 2.11. The Contractor shall involve peer specialist(s) in providing crisis services and supports.
- 2.11.1. The peer specialist will provide support, empathy and education for individuals who are experiencing a mental health crisis, including:
 - 2.11.1.1. Going into the community to help provide crisis intervention, stabilization and triage;
 - 2.11.1.2. Assisting the master's level clinician in completing assessments;
 - 2.11.1.3. Working in the crisis apartments; and
 - 2.11.1.4. Sharing personal, practical experience, knowledge of recovery principles and first hand insight to facilitate useful outcomes for people who are using the mobile crisis team services.
- 2.12. The Contractor shall provide up to seven (7) days of services and supports for each individual, following the onset of a crisis.
- 2.13. The Contractor shall provide, at their discretion, services and supports to individuals beyond the immediate, seven (7) day, crisis period.
- 2.14. The Contractor shall refer callers to the emergency department/emergency room when the assessment indicates the requirement of emergency medical assessment and treatment in addition to the psychiatric services.
- 2.15. The Contractor shall provide outreach and education to ensure the community is aware of the services and supports of this contract. This includes but is not limited to:
- 2.15.1. Local newspaper articles;
 - 2.15.2. Stakeholder meetings;



Exhibit A

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- 2.15.3. Work with peer support colleagues to support and publicize the program; and
 - 2.15.4. Offer specialized training to hospital emergency departments.
 - 2.16. The Contractor shall prioritize a comprehensive list of community partners to contact them and offer education regarding the mobile crisis supports and services and HIPAA requirements.
 - 2.16.1. The Contractor shall develop a brochure, within thirty (30) days from the date of the approved contract by Governor and Executive Council, to assist in the process.
 - 2.17. The Contractor will provide two (2) Mobile Crisis apartments, located in the Concord NH area (with no more than two (2) beds per apartment) which will serve as an alternate to hospitalization and/or institutionalization.
 - 2.17.1. One apartment, with two (2) bedrooms, shall have all required certification and will be ready to receive individuals no later than sixty (60) days from contract approval date.
 - 2.17.2. The other two (2) bedroom apartment shall have all required certification and will be ready to receive individuals no later than six (6) months from the contract approval, subject to acquisition of the property and certificate of occupancy.
 - 2.17.3. The Contractor shall ensure all crisis apartment beds are certified under administrative rule He-M-1002 and will include:
 - 2.17.3.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower.
 - 2.17.3.2. Specific sleeping area designated for each individual (common areas shall not be used as bedrooms).
 - 2.17.3.3. Storage space for each individual's clothing and personal possessions.
 - 2.17.3.4. Accommodations for the nutritional needs of an individual.
 - 2.17.3.5. At least one (1) telephone for incoming and outgoing calls.
 - 2.18. The Contractor shall provide transportation for individuals from the site of the crisis to the apartment, and to their home or other residential setting after stabilization has occurred.
 - 2.18.1. Any staff member providing transportation must have:
 - 2.18.2. A valid driver's license;
 - 2.18.3. A properly inspected vehicle; and
 - 2.18.4. Proof that vehicle is insured.
 - 2.19. The Contractor shall ensure that each crisis apartment is operated with sufficient clinical support and oversight, and peer staffing, twenty-four (24) hours per day,



Exhibit A

seven (7) days per week, as is reasonably necessary to prevent unnecessary institutionalization. Staff will consist of, at a minimum:

- 2.19.1. One (1) Master level Clinician/nurse clinician onsite.
 - 2.19.2. One (1) Peer Specialist onsite.
 - 2.19.3. One (1) Psychiatrist/APRN on-call.
- 2.20. The Contractor shall limit an individual's stay at a crisis apartment to seven (7) days.

3. Staffing

3.1. The Contractor shall ensure all potential staff provide the following documentation:

- 3.1.1. A minimum of two (2) references;
- 3.1.2. BEAS State Registry Consent Form;
- 3.1.3. Central Registry Name Search Authorization; and
- 3.1.4. Criminal Record Release Authorization Form – General.

3.2. The Contractor shall ensure, prior to an offer of employment, that the documentation list in Section 3.1 is processed through the appropriate State departments to ensure;

3.2.1. That the person has no history of:

- 3.2.1.1. A felony conviction; or
- 3.2.1.2. Any misdemeanor conviction involving:
 - 3.2.1.2.1. Physical or sexual assault;
 - 3.2.1.2.2. Violence;
 - 3.2.1.2.3. Exploitation;
 - 3.2.1.2.4. Child pornography;
 - 3.2.1.2.5. Threatening or reckless conduct;
 - 3.2.1.2.6. Theft;
 - 3.2.1.2.7. Driving under the influence of drugs or alcohol; or
 - 3.2.1.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of any other person.

3.3. The Contractor shall ensure results from the forms identified in Section 3.1 are kept on file and available to the Department upon request.

3.4. The Contractor shall ensure the Mobile Crisis Team and staff operating the crisis apartment will be available twenty-four (24) hours per day, seven (7) days per week and have the following qualifications:

3.4.1. At a minimum, Clinicians must have:



Exhibit A

- 3.4.1.1. A master's degree in psychology, psychiatric social work, psychiatric nursing, or mental health counseling;
 - 3.4.1.2. Training in crisis intervention services, risk management, assessment of suicide potential and Integrated Treatment for co-occurring disorders; and
 - 3.4.1.3. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
- 3.4.2. At a minimum, Peer Specialists must have:
- 3.4.2.1. A high school diploma;
 - 3.4.2.2. Certification as a peer specialist;
 - 3.4.2.3. Training in crisis intervention; and
 - 3.4.2.4. A minimum of ten (10) hours of continuing education related to behavioral health every two (2) years.
- 3.4.3. At a minimum, the licensed on-call Psychiatrist/APRN must:
- 3.4.3.1. Be board certified in Psychiatry.

4. Reporting

- 4.1. The Contractor will provide a monthly report by the tenth (10th) of each month, to the State Project Manager, which shall include but not be limited to following:
- 4.1.1. Number of individuals who received services;
 - 4.1.2. Insurance carrier of individual who received services;
 - 4.1.3. Date and time of contact;
 - 4.1.4. Service/or services provided;
 - 4.1.5. Location of where service was provided;
 - 4.1.6. Length of time service or services provided;
 - 4.1.7. Was there law enforcement involvement;
 - 4.1.8. Were services provided beyond the immediate crisis;
 - 4.1.9. Statistics on aversions from hospitalizations;
 - 4.1.10. Outcome of service provided (e.g., hospitalization, crisis apartment, home, emergency room, etc.);
 - 4.1.11. Response time;
 - 4.1.12. Referral source (e.g., CMHC; ED; law enforcement; individual/family); and
 - 4.1.13. Number of clients with LEP or that required interpretation services.



Exhibit A

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- 4.2. The Contractor will submit a completed Mobile Crisis Teams Compliance Report (Exhibit B-2) with the Bureau of Behavioral Health Green Sheet Invoice (Exhibit B-1) on a monthly basis.

5. Compliance

- 5.1. The Contractor shall comply with all of the requirements of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules, Public Law 104-191.
- 5.2. The Contractor shall comply with all of the requirements of the Certification Standards for Behavioral Health Community Residences He-M 1002.

JE

5/15/15



Method and Conditions Precedent to Payment

1. This contract is funded with a combination of federal funds and general funds anticipated to be available based upon continued appropriation. Funds are conditioned upon continued support of the program by the state and federal governments. Department 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 the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for all services and expenses shall be on a cost reimbursement basis only for actual expenditures.
4. Services provided by the Mobile Crisis Team will be paid by the New Hampshire Department of Health and Human Services as follows:
 - 4.1. Medicaid enrolled individuals:
 - 4.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the vendor will be paid in accordance with its contract with the MCO.
 - 4.1.2. Medicaid Fee for Service: The vendor will bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 4.2. Other insurance/payors:
 - 4.2.1. The vendor will directly bill the other insurance or payors.
 - 4.3. Uninsured individuals:
 - 4.3.1. The vendor will directly bill the New Hampshire Department of Health and Human Services.
5. Services not covered by Medicaid or by other insurance that are eligible for New Hampshire Department of Health and Human Services payment shall be paid to the Contractor within forty-five (45) days, upon receipt of the following:
 - 5.1. The monthly "Bureau of Behavioral Health Green Sheet" Invoice (Exhibit B-1), which shall include:
 - 5.1.1. Agency Name;
 - 5.1.2. Amount of request;
 - 5.1.3. Program Name (Mobile Crisis Response Team or Crisis Apartments);
 - 5.1.4. Time Period for which reimbursement is requested;
 - 5.1.5. Date of Request; and
 - 5.1.6. Costs for which reimbursement is requested must be itemized (e.g. salaries, travel, etc.).
 - 5.2. All documents providing evidence of expenditure which must be itemized to reflect the budget line item number indicated in accordance with the Contract Budget (Exhibit B-3).
 - 5.2.1. Payments shall not exceed those indicated in the Contract Budget line items identified in Exhibit B-3.

New Hampshire Department of Health and Human Services
Mobile Crisis Services and Supports



Exhibit B

- 5.3. The Mobile Crisis Teams Compliance Report (Exhibit B-2); and
- 5.4. All payments must be approved by the DHHS Administrator of Community Mental Health Services or designee prior to payment.
6. The Contractor is required to submit a Mobile Crisis Team Monthly Compliance Report (Exhibit B-2) to accompany the monthly invoices. New Hampshire Department of Health and Human Services reserves the right to withhold and/or reduce payments if the Contractor is not in compliance as indicated by the Report.
7. Reimbursement for costs associated with the renovation and start-up of the Mobile Crisis apartments, shall not exceed \$282,450 (\$233,250 for renovation expenses and \$49,200 for furniture, appliances, lighting, office equipment, etc.) and shall be paid to the Contractor within forty-five (45) days upon the Department of Health and Human Services' receipt of the following:
 - 7.1. The monthly "Bureau of Behavioral Health Green Sheet" Invoice (Exhibit B-1), which shall include:
 - 7.1.1. Agency Name;
 - 7.1.2. Amount of request;
 - 7.1.3. Program Name (Mobile Crisis Response Team or Crisis Apartments);
 - 7.1.4. Time Period for which reimbursement is requested;
 - 7.1.5. Date of Request; and
 - 7.1.6. Costs for which reimbursement is requested must be itemized, including time, materials used and amounts, and hourly rates for contractors, etc.
 - 7.2. All documents providing evidence of expenditure must be itemized to reflect the budget line item number indicated in accordance with the Contract Budget (Exhibit B-3).
 - 7.2.1. Payments shall not exceed those indicated in the Contract Budget line items identified in Exhibit B-3.
 - 7.3. All payments must be approved by the DHHS Administrator of Community Mental Health Services or designee prior to payment.
8. Invoices shall be submitted electronically to:
Administrator of Community Mental Health Services
NH Department of Health and Human Services
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibits A and B.
10. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.



Exhibit B

-
11. 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.
 12. 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.
 13. Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval by Governor and Executive Council.

COPY ON GREEN PAPER ONLY

Exhibit B-1 "Green Sheet"

NEW HAMPSHIRE BUREAU OF BEHAVIORAL HEALTH

Shaded areas for BBH use only

APPROVAL REQUEST FOR EXHIBIT B CONTRACT FUNDS

1. Agency name: _____
2. Date of request: _____
3. Amount of request: _____
4. Service development for which funds are requested (use additional sheets if necessary): _____

PROGRAM COORD. SIGNATURE (OCA, ELD, CHI etc)	EXHIBIT B ITEM	EXHIBIT B TYPE*	TOTAL AMOUNT REQUESTED	PAYMENT SCHEDULE (i.e., lump sum, monthly, etc.)

* Consumers, Childrens, Elders, Housing, PSA etc.

5. Authorized CMHC/PSA signature: _____

BBH PROGRAM MANAGER:

- Approved \$ _____
 Denied \$ _____

Signature: _____ Date: _____

BBH PAYMENT APPROVAL:

- Approved \$ _____
 Denied \$ _____

Signature: _____ Date: _____

Contractor Initials KE

Date 5/15/15

Exhibit B-2
MOBILE CRISIS TEAMS
COMPLIANCE REPORT

Agency Name: _____

FY: _____ Month: _____

The Contractor shall ensure that the Mobile Crisis Team is available twenty-four (24) hours per day, seven (7) days per week.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is composed of clinicians trained to provide behavioral health emergency services and crisis intervention services, and also includes at least one (1) peer specialist and one (1) on-call psychiatrist/APRN.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to respond to individuals twenty-four (24) hours per day, seven (7) days per week onsite in their homes and in other natural environments and community settings where crises arise, including in crisis apartments.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to offer services and supports via telephone and, whenever necessary, consistent with legitimate safety concerns, meet face-to-face to de-escalate crises without removing the individuals from their homes and/or community programs.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to provide services and supports until the crisis subsides, up to seven (7) days following the onset of the crisis.

Meets compliance

Does not meet compliance

Corrective Action Plan:

The Mobile Crisis Team is able to work with law enforcement personnel to respond to individuals in mental health crisis who come into contact with law enforcement.

Meets compliance

Does not meet compliance

Corrective Action Plan:

Submit Electronically with "Green Sheet" Invoice Monthly

Contractor Initials E

Date 5/15/15

**Exhibit B-3
Appendix C**

BUDGET FORM

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

Bidder Name: Riverbend Community Mental Health, Inc.

Budget Request for: Mobile Crisis Services and Supports
(Name of RFP)

Budget Period: April 1, 2015 - June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 10,331	\$ -	\$ 10,331	
2. Employee Benefits	\$ 5,318	\$ -	\$ 5,318	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 275	\$ -	\$ 275	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 250	\$ -	\$ 250	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,200	\$ -	\$ 1,200	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Interest Expense	\$ -	\$ -	\$ -	
Miscellaneous	\$ -	\$ -	\$ -	
Capital	\$ -	\$ -	\$ -	
TOTAL	\$ 17,374	\$ -	\$ 17,374	

Indirect As A Percent of Direct

0.0%

Fee Income	\$ -	\$ -	\$ -
General Fund \$ from State NH	\$ 17,374	\$ -	\$ 17,374
Total Income	\$ 17,374	\$ -	\$ 17,374

Exhibit B-3

BUDGET FORM

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

Bidder Name: Riverbend Community Mental Health, Inc.

Budget Request for: Mobile Crisis Services and Supports
(Name of RFP)

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 858,594	\$ 89,372	\$ 947,966	% program exp: total expense
2. Employee Benefits	\$ 432,952	\$ 20,769	\$ 453,721	% program exp: total expense
3. Consultants	\$ 95,342	\$ 9,729	\$ 105,070	% program exp: total expense
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 1,399	\$ 1,399	% program exp: total expense
Purchase/Depreciation	\$ 10,792	\$ 8,358	\$ 19,150	% program exp: total expense
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 5,000	\$ 38	\$ 5,038	% program exp: total expense
Office	\$ 19,840	\$ 5,982	\$ 25,822	% program exp: total expense
6. Travel	\$ 26,300	\$ 1,869	\$ 28,169	% program exp: total expense
7. Occupancy	\$ 75,224	\$ 17,406	\$ 92,630	% program exp: total expense
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 14,318	\$ 1,284	\$ 15,602	% program exp: total expense
Postage	\$ -	\$ 722	\$ 722	% program exp: total expense
Subscriptions	\$ -	\$ 1,815	\$ 1,815	% program exp: total expense
Audit and Legal	\$ -	\$ 7,136	\$ 7,136	% program exp: total expense
Insurance	\$ 19,550	\$ 3,340	\$ 22,890	% program exp: total expense
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,200	\$ 1,430	\$ 2,630	% program exp: total expense
11. Staff Education and Training	\$ 13,500	\$ 1,016	\$ 14,516	% program exp: total expense
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Capital (renovations)	\$ 233,250	\$ -	\$ 233,250	
Capital (furnishings/office)	\$ 49,200	\$ -	\$ 49,200	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,855,061	\$ 171,666	\$ 2,026,728	

Indirect As A Percent of Direct

9.3%

Fee Income	\$ 481,356	\$ -	\$ 481,356
General Fund \$ from State NH	\$ 1,545,372	\$ -	\$ 1,545,372
Total Income	\$ 2,026,728	\$ -	\$ 2,026,728

Exhibit B-3

BUDGET FORM				
New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD				
Bidder Name: <u>Riverbend Community Mental Health, Inc.</u>				
Budget Request for: <u>Mobile Crisis Services and Supports</u> (Name of RFP)				
Budget Period: <u>July 1, 2016 - June 30, 2017</u>				
Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 892,938	\$ 93,732	\$ 986,670	% program exp: total expense
2. Employee Benefits	\$ 464,751	\$ 21,782	\$ 486,533	% program exp: total expense
3. Consultants	\$ 98,675	\$ 10,203	\$ 108,879	% program exp: total expense
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 1,467	\$ 1,467	% program exp: total expense
Purchase/Depreciation	\$ 11,223	\$ 8,766	\$ 19,989	% program exp: total expense
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 5,000	\$ 40	\$ 5,040	% program exp: total expense
Office	\$ 20,320	\$ 6,273	\$ 26,593	% program exp: total expense
6. Travel	\$ 27,352	\$ 1,960	\$ 29,312	% program exp: total expense
7. Occupancy	\$ 78,852	\$ 18,255	\$ 97,108	% program exp: total expense
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 14,891	\$ 1,346	\$ 16,237	% program exp: total expense
Postage	\$ -	\$ 757	\$ 757	% program exp: total expense
Subscriptions	\$ -	\$ 1,904	\$ 1,904	% program exp: total expense
Audit and Legal	\$ -	\$ 7,484	\$ 7,484	% program exp: total expense
Insurance	\$ 20,032	\$ 3,503	\$ 23,535	% program exp: total expense
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,200	\$ 1,500	\$ 2,700	% program exp: total expense
11. Staff Education and Training	\$ 1,500	\$ 1,065	\$ 2,565	% program exp: total expense
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,636,734	\$ 180,041	\$ 1,816,774	

Indirect As A Percent of Direct

11.0%

Fee Income
General Fund \$ from State NH
Total Income

\$ 502,956	\$ -	\$ 502,956
\$ 1,313,818	\$ -	\$ 1,313,818
\$ 1,816,774	\$ -	\$ 1,816,774

Exhibit B-3

BUDGET FORM

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

Bidder Name: Riverbend Community Mental Health, Inc.

Budget Request for: Mobile Crisis Services and Supports
(Name of RFP)

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 927,281	\$ 98,091	\$ 1,025,373	% program exp: total expense
2. Employee Benefits	\$ 496,550	\$ 22,795	\$ 519,345	% program exp: total expense
3. Consultants	\$ 102,009	\$ 10,678	\$ 112,687	% program exp: total expense
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 1,536	\$ 1,536	% program exp: total expense
Purchase/Depreciation	\$ 11,655	\$ 9,174	\$ 20,829	% program exp: total expense
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 5,000	\$ 42	\$ 5,042	% program exp: total expense
Office	\$ 20,800	\$ 6,565	\$ 27,365	% program exp: total expense
6. Travel	\$ 28,404	\$ 2,052	\$ 30,456	% program exp: total expense
7. Occupancy	\$ 82,480	\$ 19,104	\$ 101,585	% program exp: total expense
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 15,463	\$ 1,409	\$ 16,873	% program exp: total expense
Postage	\$ -	\$ 793	\$ 793	% program exp: total expense
Subscriptions	\$ -	\$ 1,992	\$ 1,992	% program exp: total expense
Audit and Legal	\$ -	\$ 7,833	\$ 7,833	% program exp: total expense
Insurance	\$ 20,514	\$ 3,666	\$ 24,180	% program exp: total expense
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,200	\$ 1,570	\$ 2,770	% program exp: total expense
11. Staff Education and Training	\$ 1,500	\$ 1,115	\$ 2,615	% program exp: total expense
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 1,712,857	\$ 188,414	\$ 1,901,272	

Indirect As A Percent of Direct

11.0%

Fee Income	\$ 502,958	\$ -	\$ 502,958
General Fund \$ from State NH	\$ 1,398,316	\$ -	\$ 1,398,316
Total Income	\$ 1,901,272	\$ -	\$ 1,901,272



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.

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

16. **Equal Employment Opportunity Plan (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.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and \$3,000,000 in aggregate; and



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

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name: Riverbend Community Mental Health Inc.

5/15/2015
Date

Peter Evers, President/CEO
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Riverbend Community Mental Health, Inc*

5/15/2015

Date

Peter Evers, President/CEO

Name:

Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Riverbend Community Mental Health Inc.

5/15/2015
Date

Peter Evers, President/CEO
Name:
Title:

PE



**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

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: *River bend Community mental Health, Inc.*

5/15/2015
Date

Peter Evers, President/CEO
Name:
Title:

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.*

5/15/2015
Date

Peter Evers, President/CEO
Name:
Title:



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.

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5/15/15



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

fc



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.

NH Dept. of Health & Human Services
The State

Riverbend Community Mental Health, Inc.
Name of the Contractor

Kathleen A. Dunn
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Kathleen A. Dunn
Name of Authorized Representative

Peter Evers
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President/CEO
Title of Authorized Representative

5/20/15
Date

5/15/2015
Date



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

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

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

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

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

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

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

Contractor Name: Riverbend Community Mental Health, Inc.

5/15/2015
Date

Peter Evers, President/CEO
Name:
Title:



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: 08-125-8915
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?

X 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: _____