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

Nicholas A. Toumpas  
Commissioner

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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.

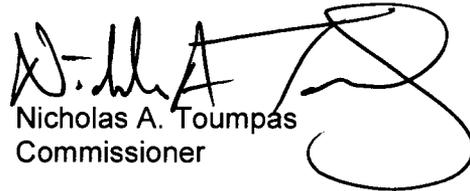
Area Served: Merrimack County and part of Hillsborough County  
Source of Funds: 100% General Funds

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

Reviewer Names

**Bidder Name**

- Riverbend Community Mental Health, Inc.**

Pass/Fail	Maximum Points	Actual Points
	200	170

- Michele Harlan, Community Mental Health Program Administrator (Tech)
- Stacy Calabro, NHH, Administrator IV (Tech)
- Melissa Hatfield, BHHS, Program Specialist III (Tech)
- Raymond Perry, Attorney
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- Ann Driscoll, DEAS, Administrator III (Cost)
- Donna Walker, Administrator III (Cost)
- PJ Nadeau, OOS, Administrator III (Cost)
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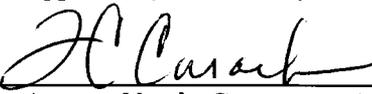
Subject: Mobile Crisis Services and Supports

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division for Children, Youth and Families		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Riverbend Community Mental Health, Inc.		<b>1.4 Contractor Address</b> PO Box 2032 278 Pleasant Street Concord NH 03302-2032	
<b>1.5 Contractor Phone Number</b> 603-226-7505 ext. 3231	<b>1.6 Account Number</b> 05-95-92-920010-5945	<b>1.7 Completion Date</b> June 30, 2018	<b>1.8 Price Limitation</b> \$4,274,880
<b>1.9 Contracting Officer for State Agency</b> Eric Borrin, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Peter Evers, President/CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/15/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> SUSAN J CUMMINGS EXECUTIVE ASSISTANT			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Kathleen A Durn Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/27/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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



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 (10<sup>th</sup>) 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.

*PE*  
5/15/15



Exhibit A

- 
- 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.



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.

*K2*

*5/15/15*

**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): \_\_\_\_\_

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

\* 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 PE 1  
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	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 17,374</b>	<b>\$ -</b>	<b>\$ 17,374</b>	

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	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,855,061</b>	<b>\$ 171,666</b>	<b>\$ 2,026,728</b>	

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):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,636,734</b>	<b>\$ 180,041</b>	<b>\$ 1,816,774</b>	

Indirect As A Percent of Direct

11.0%

Fee Income	\$ 502,956	\$ -	\$ 502,956
General Fund \$ from State NH	\$ 1,313,818	\$ -	\$ 1,313,818
Total Income	\$ 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):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 1,712,857</b>	<b>\$ 188,414</b>	<b>\$ 1,901,272</b>	

Indirect As A Percent of Direct

11.0%

Fee Income	\$ 502,956	\$ -	\$ 502,956
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.



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



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

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

Contractor Name: *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



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 (I)(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:

Contractor Initials PE  
Date 5/15/15



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

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

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

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

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

Exhibit G

Contractor Initials

*JS*

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: Riverbend 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.



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

FE



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.

PS



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?

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:

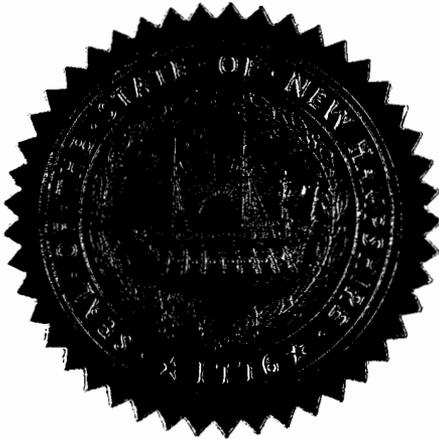
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# 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 formed March 25, 1966. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Mary Lee Carley, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Riverbend Community Mental Health, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on February 26, 2015 :  
(Date)

**RESOLVED:** That the President /CEO  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 15th day of May, 2015.  
(Date Contract Signed)

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

of the Agency.

Mary Lee Carley  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 15th day of May, 2015.

By Mary Lee Carley  
(Name of Elected Officer of the Agency)

Susan J. Cummings  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

**SUSAN J. CUMMINGS**  
**Notary Public - New Hampshire**  
**My Commission Expires July 10, 2018**

Client#: 5849

RIVERBEN

**ACORD**<sub>TM</sub>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/08/2015

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

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

<b>PRODUCER</b> William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>617 261-6700</b>		FAX (A/C, No): <b>617 261-6720</b>	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> Riverbend Community Mental Health, Inc. PO Box 2032 Concord, NH 03302	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A: Lexington Insurance Company</b>		<b>19437</b>	
	<b>INSURER B:</b>			
	<b>INSURER C:</b>			
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			

**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 INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY			6797620	01/01/2015	01/01/2016	EACH OCCURRENCE	\$1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000			
	<input checked="" type="checkbox"/> \$10,000 Deductible						PERSONAL & ADV INJURY	\$1,000,000			
	<input type="checkbox"/> Each Claim						GENERAL AGGREGATE	\$3,000,000			
	GENL AGGREGATE LIMIT APPLIES PER:									PRODUCTS - COM/OP AGG	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC										\$
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO									BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS								BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$				
UMBRELLA LIAB							EACH OCCURRENCE	\$			
<input type="checkbox"/> OCCUR							AGGREGATE	\$			
EXCESS LIAB								\$			
<input type="checkbox"/> CLAIMS-MADE								\$			
DED <input type="checkbox"/> RETENTION \$								\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS	OTHER			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N			N/A				E.L. EACH ACCIDENT	\$			
(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$			
							E.L. DISEASE - POLICY LIMIT	\$			
A	Hospital			6797620	01/01/2015	01/01/2016	\$1,000,000 Each Claim				
	Professional & Physicians Liab						\$3,000,000 Aggregate Claims-made Coverage				
							\$10k Deductible				

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

**EVIDENCE OF INSURANCE**

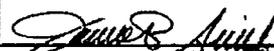
**CERTIFICATE HOLDER**

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



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Client#: 29987

RIVER1

ACORD<sub>TM</sub>

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2014

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

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

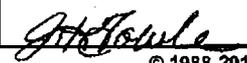
<b>PRODUCER</b> Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603 225-6611      FAX (A/C, No): 603-225-7935	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Riverbend Community Mental Health Inc c/o Angela Greene PO Box 2032 Concord, NH 03302	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	<b>INSURER A:</b> A.I.M. Mutual Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC60040001272014	10/01/2014	10/01/2015	X WC STATUTORY LIMITS	OTHER
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> State of New Hampshire Dept of Health & Human Services Bureau of Behavioral Health 105 Pleasant St Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

### **Mission**

*We care for the mental health of our community.*

### **Vision**

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

### **Values**

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

*Revised 8-23-07*

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2013

Riverbend Community Mental Health, Inc.  
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June 30, 2013

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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

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, 2013 and 2012, 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2013 and 2012, and the statements of operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the basic financial statements of Riverbend Community Mental Health, Inc. taken as a whole. The supplementary information included on pages 14 through 17 are presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

*Kittell Branagan + Sargent*

St. Albans, Vermont  
September 17, 2013

Riverbend Community Mental Health, Inc.  
STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2013</u>	<u>2012</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 3,522,525	\$ 3,214,621
Client service fees receivable, net	1,524,336	1,658,505
Other receivables	110,010	55,555
Investments	6,504,235	5,554,860
Prepaid expenses	47,660	39,731
Current portion of Mill House receivable	-	7,497
Tenant security deposits	<u>16,964</u>	<u>3,446</u>
<b>TOTAL CURRENT ASSETS</b>	<u>11,725,730</u>	<u>10,534,215</u>
 <b>PROPERTY &amp; EQUIPMENT, NET</b>	 <u>8,235,263</u>	 <u>7,265,774</u>
 <b>OTHER ASSETS</b>		
Investment in Mill House Partnership	-	33,790
Investment in Behavioral Information Systems	83,604	74,780
Software licenses	2,137	6,411
Bond issuance costs	<u>466,675</u>	<u>380,249</u>
<b>TOTAL OTHER ASSETS</b>	<u>552,416</u>	<u>495,230</u>
 <b>RESTRICTED CASH, Rural Development Fund</b>	 <u>17,556</u>	 <u>16,262</u>
 <b>RESTRICTED CASH, Bond Reserve</b>	 <u>-</u>	 <u>52,161</u>
 <b>NOTE RECEIVABLE - Mill House, less current portion</b>	 <u>-</u>	 <u>185,121</u>
 <b>DUE FROM RELATED PARTY - Penacook Assisted Living Facility</b>	 <u>5,351</u>	 <u>17,577</u>
 <b>TOTAL ASSETS</b>	 <u>\$ 20,536,316</u>	 <u>\$ 18,566,340</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 166,377	\$ 119,836
Accrued expenses	1,054,640	865,280
Tenant security deposits	16,964	3,446
Accrued compensated absences	484,949	472,320
Current portion of long-term debt	204,608	206,658
Deferred revenue	<u>51,582</u>	<u>104,076</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>1,979,120</u>	<u>1,771,616</u>
 <b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	8,035,744	7,893,501
Interest rate swap liability	<u>412,915</u>	<u>552,641</u>
<b>TOTAL LONG-TERM LIABILITIES</b>	<u>8,448,659</u>	<u>8,446,142</u>
 <b>NET ASSETS</b>		
Unrestricted	7,513,592	5,955,303
Temporarily restricted	511,012	515,763
Temporarily restricted - Capital Campaign	<u>2,083,933</u>	<u>1,877,516</u>
<b>TOTAL NET ASSETS</b>	<u>10,108,537</u>	<u>8,348,582</u>
 <b>TOTAL LIABILITIES AND NET ASSETS</b>	 <u>\$ 20,536,316</u>	 <u>\$ 18,566,340</u>

See Accompanying Notes to Financial Statements.

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

2013

	Unrestricted	Temporarily Restricted	Temporarily Restricted Capital Campaign	All Funds	2012
<b>PUBLIC SUPPORT AND REVENUES</b>					
Public support -					
State of New Hampshire -- BBH	\$ 497,194	\$ -	\$ -	\$ 497,194	\$ 530,361
Federal	146,495	-	-	146,495	30,000
In-kind donations	170,784	-	-	170,784	170,784
Contributions	38,296	260,395	-	298,691	267,932
Other	699,251	17,500	-	716,751	782,539
Total Public Support	<u>1,552,020</u>	<u>277,895</u>	<u>-</u>	<u>1,829,915</u>	<u>1,781,616</u>
Revenues -					
Client service fees, net of provision for bad debts	17,106,081	-	-	17,106,081	17,512,695
Other	2,436,326	-	-	2,436,326	2,232,076
Net assets released from restrictions	299,513	(282,346)	(17,167)	-	-
Total Revenues	<u>19,841,920</u>	<u>(282,346)</u>	<u>(17,167)</u>	<u>19,542,407</u>	<u>19,744,771</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>21,393,940</u>	<u>(4,451)</u>	<u>(17,167)</u>	<u>21,372,322</u>	<u>21,526,387</u>
<b>PROGRAM AND ADMINISTRATIVE EXPENSES</b>					
Children and adolescents	4,470,877	-	-	4,470,877	4,647,752
Emergency services	1,549,588	-	-	1,549,588	1,405,989
ACT Team	1,249,939	-	-	1,249,939	840,569
Outpatient - Concord	2,862,644	-	-	2,862,644	2,826,957
Outpatient - Franklin	1,701,997	-	-	1,701,997	1,622,516
Multi-Service Team - Community Support Program	5,035,196	-	-	5,035,196	4,951,383
Community Residence - Twitchell	857,338	-	-	857,338	925,898
Community Residence - Fellowship	492,574	-	-	492,574	395,474
Restorative Partial Hospital	536,427	-	-	536,427	449,307
Supportive Living - Fellowship	145,600	-	-	145,600	220,148
Supportive Living - Community	1,097,938	-	-	1,097,938	1,114,383
Other Non-BBH	672,199	-	-	672,199	591,058
Mill House	110,996	-	-	110,996	656,808
Administrative	31,618	-	-	31,618	26,103
Temporarily restricted	264,905	-	-	264,905	247,350
<b>TOTAL PROGRAM &amp; ADMINISTRATIVE EXPENSES</b>	<u>21,079,836</u>	<u>-</u>	<u>-</u>	<u>21,079,836</u>	<u>20,921,695</u>
<b>EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS</b>	314,104	(4,451)	(17,167)	292,486	604,692
<b>INVESTMENT INCOME (LOSS)</b>	217,718	(300)	223,584	441,002	23,418
<b>GAIN ON SALE OF ASSETS</b>	7,250	-	-	7,250	-
<b>GAIN ON MILL HOUSE TRANSFER</b>	879,490	-	-	879,490	-
<b>TOTAL INCREASE/(DECREASE) IN NET ASSETS</b>	1,418,562	(4,751)	206,417	1,620,228	628,110
<b>NET ASSETS, BEGINNING OF YEAR</b>	5,955,303	515,763	1,877,516	8,348,582	7,853,368
Change in fair value of interest rate swap liability	139,727	-	-	139,727	(132,896)
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 7,513,592</u>	<u>\$ 511,012</u>	<u>\$ 2,083,933</u>	<u>\$ 10,108,537</u>	<u>\$ 8,348,582</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.

STATEMENTS OF CASH FLOWS

For the Years Ended June 30,

	<u>2013</u>	<u>2012</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 1,620,228	\$ 628,110
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	638,147	552,157
Gain on sale of fixed assets	(7,250)	-
Unrealized (gain) loss on investments	(202,052)	120,272
Transfer of Millhouse Gain	(879,490)	
Changes in:		
Client service fee receivables	134,169	(125,840)
Other receivables	(46,958)	(19,483)
Prepaid expenses	(7,929)	14,183
Restricted cash	(1,294)	(1,284)
Accounts payable and accrued expenses	248,530	(253,056)
Deferred revenue	<u>(52,494)</u>	<u>(43,669)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,443,607</u>	<u>871,390</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(517,737)	(289,512)
Investment activity, net	<u>(752,667)</u>	<u>(118,851)</u>
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(1,270,404)</u>	<u>(408,363)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Undisbursed trust funds	52,161	211,848
Repayment from affiliates	12,226	11,402
Mill House borrowings, net	185,121	6,457
Proceeds from issuance of debt	100,000	74,371
Principal payments on long-term debt	<u>(214,807)</u>	<u>(210,373)</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>134,701</u>	<u>93,705</u>
NET INCREASE IN CASH	307,904	556,732
CASH AT BEGINNING OF YEAR	<u>3,214,621</u>	<u>2,657,889</u>
CASH AT END OF YEAR	<u>\$ 3,522,525</u>	<u>\$ 3,214,621</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 197,848</u>	<u>\$ 271,941</u>

See Accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. 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, 2010, 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.

The Mill House at Tremont Associates (Mill House) is a partnership formed to acquire, rehabilitate and operate nineteen units of low income housing located in Boscawen, NH. During the year ended June 30, 2013 Riverbend was assigned the 99.9% limited partnership interest in the entity. The assets and liabilities of the partnership were transferred to Riverbend at fair market value resulting in a gain on transfer of \$879,490. Six months of activity since the transfer are included in these financials. See Note 12 for more details.

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.

State Grants

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

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.

During the year ended June 30, 2002, Riverbend began developing 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, 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the 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 change to the valuation allowance and a credit to accounts receivable.

During 2013, the Center increased its estimate in the allowance for doubtful accounts from 20% to 25% of total accounts receivable to \$512,945 as of June 30, 2013 from \$405,843 as of June 30, 2012. This was a direct result of self-pay patient accounts increasing to \$535,620 as of June 30, 2013 from \$400,829 as of June 30, 2012 resulting from claims processing issues surrounding certain Medicaid balances.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2013 totaled \$17,619,026, of which \$16,444,462 was revenue from third-party payors and \$661,619 was revenue from self-pay clients.

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

New Hampshire Medicaid

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

Approximately 80% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2013. 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 \$38,562 and \$36,724 at June 30, 2013 and 2012, respectively.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2013

NOTE 2 CASH

At June 30, 2013 and 2012, the carrying amount of cash deposits was \$3,535,030 and \$3,283,044 and the bank balance was \$3,628,549 and \$3,361,607. Of the bank balance, \$1,012,519 and \$1,260,780 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$2,388,024 and \$2,095,160 was covered by an irrevocable letter of credit with TD Bank, N.A., and the remaining \$6,733, and \$5,667 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2013</u>	<u>2012</u>
<b>ACCOUNTS RECEIVABLE - TRADE</b>		
Due from clients	\$ 535,620	\$ 400,829
Receivable from insurance companies	192,213	271,306
Medicaid receivable	1,168,278	1,220,873
Medicare receivable	138,983	172,855
Other	<u>2,187</u>	<u>(1,515)</u>
	2,037,281	2,064,348
Allowance for doubtful accounts	<u>(512,945)</u>	<u>(405,843)</u>
	<u>\$ 1,524,336</u>	<u>\$ 1,658,505</u>
<b>ACCOUNTS RECEIVABLE - OTHER</b>		
Due from Penacook Assisted Living Facility	\$ 18,843	\$ 16,810
Other	<u>91,167</u>	<u>38,745</u>
	<u>\$ 110,010</u>	<u>\$ 55,555</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>2013</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 354,625	\$ -	\$ 354,625
U.S. Treasuries	135,805	14,868	150,673
Corporate Bonds	1,421,915	(15,745)	1,406,170
Equities	169,767	7,290	177,057
Mutual Funds	<u>4,187,730</u>	<u>227,980</u>	<u>4,415,710</u>
	<u>\$ 6,269,842</u>	<u>\$ 234,393</u>	<u>\$ 6,504,235</u>

Kiveroena Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2013

NOTE 4 INVESTMENTS (continued)

2012	Cost	Unrealized Gain (Loss)	Market Value
Cash	\$ 145,012	\$ -	\$ 145,012
Fixed Income Securities	3,169,059	9,434	3,178,493
Mutual Funds	634,538	(21,347)	613,191
Equity Funds	69,768	(2,538)	67,230
Stocks	1,504,610	46,324	1,550,934
	<u>\$ 5,522,987</u>	<u>\$ 31,873</u>	<u>\$ 5,554,860</u>

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

	<u>2013</u>	<u>2012</u>
Interest and dividends	\$ 216,280	\$ 201,527
Realized gains (losses)	42,464	(33,163)
Unrealized gains (losses)	202,520	(120,272)
Fees	(29,086)	(24,674)
Returns from BIS	<u>8,824</u>	<u>-</u>
TOTAL	<u>\$ 441,002</u>	<u>\$ 23,418</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.

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2013

NOTE 5 FAIR VALUE MEASUREMENTS

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2013. 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.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2013</u>	<u>2012</u>
Land	\$ 496,287	\$ 248,510
Buildings	11,595,370	10,583,395
Leasehold Improvements	351,960	337,970
Furniture and Fixtures	2,903,550	2,844,883
Equipment	<u>717,012</u>	<u>594,603</u>
	16,064,179	14,609,361
Accumulated Depreciation	<u>(7,828,916)</u>	<u>(7,343,587)</u>
NET BOOK VALUE	<u>\$ 8,235,263</u>	<u>\$ 7,265,774</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, 2013 and 2012, Riverbend paid BIS \$42,513 and \$36,300, respectively, for software support and services.

BIS owed Riverbend \$4,752 at June 30, 2013.

NOTE 8 OTHER ASSETS

Bond Issuance Costs

The organization incurred bond issuance costs totaling \$598,341. These costs are being amortized over the life of the related obligation – 30 years. The net remaining unamortized costs were \$466,675 and \$380,249 at June 30, 2013 and 2012, respectively.

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2013

NOTE 9 LONG-TERM DEBT

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

	<u>2013</u>	<u>2012</u>
Note payable, \$30,400 note dated 11/3/06. Monthly of principal and interest of \$464. Interest at prime minus 1%. Matures November 2013.	\$ 1,533	\$ 6,217
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.	145,542	151,404
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.	32,044	37,311
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.	83,526	92,318
Bond payable, TD Banknorth dated February 2003, interest at a variable rate, 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.	3,965,000	4,075,000
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.	15,856	20,558
Note payable, NH Community Loan Fund, dated September 2011. Monthly payments of principal and interest of \$697 at 2% interest. Matures March 2015.	-	22,351

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2013

NOTE 9 LONG-TERM DEBT (continued)

	<u>2013</u>	<u>2012</u>
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority, secured by real estate and personal property. Repayment is to be made from cash surplus once certain operating reserve balances have been funded. Note matures July 2026, at which time any unpaid principal balance is due in full.	255,000	-
Note payable, New Hampshire Health and Education Facilities Authority, \$100,000 note dated January 2013. Monthly payments of principal and interest of \$1,709 at 1% interest. Matures January 2018.	91,851	-
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.	<u>3,650,000</u>	<u>3,695,000</u>
Less: Current Portion	<u>(204,608)</u>	<u>(206,658)</u>
	<u>\$ 8,035,744</u>	<u>\$ 7,893,501</u>

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2014	\$ 204,608
2015	213,324
2016	220,995
2017	227,243
2018	224,965
Thereafter	<u>7,149,217</u>
	<u>\$ 8,240,352</u>

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2013

NOTE 9 LONG-TERM DEBT (continued)

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, 2015.

NOTE 10 DEFERRED INCOME

	<u>2013</u>	<u>2012</u>
Concord Hospital - Community Service Fund	\$ 27,742	\$ 27,703
Health Hero	-	22,840
Endowment for Health	8,840	34,248
Town of Hillsboro	3,000	3,000
DHHS - BBH Grant	<u>12,000</u>	<u>16,285</u>
 TOTAL DEFERRED INCOME	 <u>\$ 51,582</u>	 <u>\$ 104,076</u>

NOTE 11 LINE OF CREDIT

As of June 30, 2013, 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.

NOTE 12 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>2013</u>	<u>2012</u>
Note receivable dated December 1, 2008 with monthly payments of principal and interest of \$1,089 at 7% interest. Matures December 1, 2013.	\$ <u>5,351</u>	\$ <u>17,577</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>18,843</u>	<u>16,810</u>
	<u>\$ 24,194</u>	<u>\$ 37,387</u>

Riverbend collected \$75,233 and \$74,828 for property management services and \$54,666 and \$49,563 for contracted housekeeping services from the affiliate during the years ended June 30, 2013 and 2012, respectively.

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2013

NOTE 12 RELATED PARTY (continued)

The Mill House transaction is broken down as follows:

Assets transferred at cost	\$ 921,997
Liabilities transferred at cost	<u>473,933</u>
Net Equity Donation	<u>\$ 448,064</u>

Real Estate assets adjusted to fair market value:

Fair Market Value	\$ 1,120,160
Net Book Value	<u>688,734</u>
Donation	<u>\$ 431,426</u>

TOTAL DONATION	<u>\$ 879,490</u>
----------------	-------------------

NOTE 13 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, 2013 and 2012, such contributions were \$140,131 and \$147,503, respectively.

NOTE 14 OPERATING LEASES

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

Year Ending June 30,	Amount
2014	\$ 34,832
2015	34,834
2016	20,434
2017	20,434
2018	<u>20,434</u>
	<u>\$ 130,968</u>

Total rent expense for the years ended June 30, 2013 and 2012 was \$65,493 and \$94,835, respectively.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 17, 2013, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2013, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.  
**SCHEDULE OF FUNCTIONAL REVENUES**  
 For the Year Ended June 30, 2013, with  
 Comparative Totals for 2012

	2013 Total	Total Admin.	Total Programs	Children & Adolescents
<b>PROGRAM SERVICE FEES</b>				
Net Client Fees	\$ 661,619	\$ -	\$ 661,619	\$ 71,519
HMO's	784,348	-	784,348	188,797
Blue Cross/Blue Shield	285,403	-	285,403	57,530
Medicaid	13,991,611	-	13,991,611	4,083,300
Medicare	540,424	-	540,424	-
Other Insurance	544,409	-	544,409	140,009
Other Program Fees	298,267		298,267	23,483
<b>PROGRAM SALES</b>				
Service	2,436,326	-	2,436,326	-
<b>PUBLIC SUPPORT</b>				
United Way	77,813	-	77,813	-
Local/County Gov't.	4,000	-	4,000	4,000
Donations/Contributions	298,691	-	298,691	2,117
Other Public Support	437,720	25,189	412,531	141,658
<b>FEDERAL FUNDING</b>				
Other Federal Grants	116,495	-	116,495	14,192
PATH	30,000	-	30,000	-
<b>RENTAL INCOME</b>	84,114	-	84,114	
<b>IN-KIND DONATIONS</b>	170,784	-	170,784	5,200
<b>OTHER REVENUES</b>	113,104	6,429	106,675	4,955
<b>BBH</b>	497,194	-	497,194	657
	<u>21,372,322</u>	<u>31,618</u>	<u>21,340,704</u>	<u>4,737,417</u>
<b>TOTAL PROGRAM REVENUES</b>	<u>\$ 21,372,322</u>	<u>\$ 31,618</u>	<u>\$ 21,340,704</u>	<u>\$ 4,737,417</u>

<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>	<u>Non Eligibles</u>	<u>ACT Team</u>	<u>Outpatient Franklin</u>	<u>Multi-Service Team</u>	<u>Comm. Res. Twitchell</u>	<u>Comm. Res. Fellowship</u>
\$ 19,462	\$ 5,728	\$ 294,940	\$ 16,915	\$ 67,672	\$ 149,823	\$ 11,960	\$ 7,448
52,688	-	457,859	10,827	24,023	50,154	-	-
20,010	-	173,368	3,912	16,115	14,468	-	-
230,503	659,735	285,255	693,718	1,407,914	4,094,662	613,393	497,801
(1,704)	12,837	256,207	17,305	42,908	212,871	-	-
38,753	-	315,537	6,778	15,374	27,958	-	-
672	-	48,711	-	585	3,917	120,254	-
928,641	-	1,217,377	-	-	39,604	-	(116,872)
77,813	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
275	1,000	-	-	250	405	660	-
25,104	100	31,908	-	22,670	166,481	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	144,886	-
262	-	1,973	177	475	3,618	-	-
7,708	-	23	477,586	-	11,220	-	-
<u>1,400,187</u>	<u>679,400</u>	<u>3,083,158</u>	<u>1,227,218</u>	<u>1,597,986</u>	<u>4,775,181</u>	<u>891,153</u>	<u>388,377</u>
<u>\$ 1,400,187</u>	<u>\$ 679,400</u>	<u>\$ 3,083,158</u>	<u>\$ 1,227,218</u>	<u>\$ 1,597,986</u>	<u>\$ 4,775,181</u>	<u>\$ 891,153</u>	<u>\$ 388,377</u>

<u>Comm. Supp. Living</u>	<u>Supp. Living Fellowship</u>	<u>Other Non-BBH</u>	<u>Other Non-BBH</u>	<u>Other Non-BBH</u>	<u>Millhouse</u>	<u>Temporarily Restricted Funds</u>	<u>2012</u>
\$ 8,153	\$ -	\$ -	\$ -	\$ 7,999	\$ -	\$ -	\$ 541,986
-	-	-	-	-	-	-	1,009,222
-	-	-	-	-	-	-	357,665
991,631	312,581	-	-	121,118	-	-	14,274,999
-	-	-	-	-	-	-	532,995
-	-	-	-	-	-	-	529,619
60,607	-	-	40,038	-	-	-	266,209
-	(71,632)	439,208	-	-	-	-	2,232,076
-	-	-	-	-	-	-	72,239
-	-	-	-	-	-	-	4,000
-	-	32,847	-	742	-	260,395	267,932
7,110	-	-	-	-	-	17,500	591,501
-	-	-	-	102,303	-	-	-
30,000	-	-	-	-	-	-	30,000
-	-	-	-	-	84,114	-	-
20,698	-	-	-	-	-	-	170,784
-	-	94,241	-	20	954	-	114,799
-	-	-	-	-	-	-	530,361
<u>1,118,199</u>	<u>240,949</u>	<u>566,296</u>	<u>40,038</u>	<u>232,182</u>	<u>85,068</u>	<u>277,895</u>	<u>21,526,387</u>
<u>\$ 1,118,199</u>	<u>\$ 240,949</u>	<u>\$ 566,296</u>	<u>\$ 40,038</u>	<u>\$ 232,182</u>	<u>\$ 85,068</u>	<u>\$ 277,895</u>	<u>\$ 21,526,387</u>

Riverbend Community Mental Health Inc.  
 SCHEDULE OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2013, with  
 Comparative Totals for 2012

	2013 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment
<b>PERSONNEL COSTS</b>					
Salary & Wages	\$ 12,913,783	\$ 1,051,844	\$ 11,861,939	\$ 2,650,132	\$ 980,283
Employee Benefits	2,601,651	171,786	2,429,865	608,550	135,422
Payroll Taxes	1,007,886	80,818	927,063	212,428	74,079
<b>PROFESSIONAL FEES</b>					
Substitute Staff	436,908	29,094	407,814	1,160	34,502
Accounting	36,675	36,675	-	-	-
Audit Fees	7,830	-	7,830	-	-
Legal Fees	77,777	75,946	1,831	-	-
Other Prof. Fees/Consul.	842,983	63,196	779,787	10,820	30,073
<b>STAFF DEV. &amp; TRAINING</b>					
Journals & Pub.	8,218	4,903	3,315	1,352	141
Conferences and Conv.	41,570	7,204	34,366	5,069	835
<b>OCCUPANCY COSTS</b>					
Rent	83,783	11,393	72,390	10,393	2,240
Heating Costs	47,592	5,606	41,986	4,938	1,438
Other Utilities	127,927	22,112	105,815	19,852	4,994
Maintenance and Repairs	131,744	27,294	104,450	15,216	6,663
Taxes	15,900	-	15,900	-	-
Other Occupancy Costs	6,464	-	6,464	-	-
<b>CONSUMABLE SUPPLIES</b>					
Office	181,711	54,691	127,020	31,729	8,843
Building/Household	58,257	10,722	47,535	9,437	3,630
Educational/Training	50,207	3,325	46,882	35,693	-
Food	67,237	10,134	57,103	5,649	1,472
Medical	16,427	70	16,357	1,225	109
<b>DEPRECIATION AND AMORTIZATION</b>					
	638,147	133,689	504,458	150,574	30,831
<b>EQUIPMENT MAINTENANCE</b>					
	22,499	7,101	15,398	2,818	3,104
<b>ADVERTISING</b>					
	38,562	20,841	17,721	3,798	1,386
<b>PRINTING</b>					
	15,964	5,918	10,046	3,187	388
<b>TELEPHONE/COMMUNICATIONS</b>					
	177,409	23,337	154,072	25,472	22,540
<b>POSTAGE/SHIPPING</b>					
	21,357	5,587	15,770	3,880	1,499
<b>TRANSPORTATION</b>					
Staff	332,034	15,878	316,156	106,318	2,744
Clients	47,813	5,130	42,683	4,149	8
<b>ASSISTANCE TO INDIVIDUALS</b>					
Client Services	1,392	-	1,392	-	-
<b>INSURANCE</b>					
Malpractice and Bonding	184,531	14,918	169,613	35,178	31,751
Vehicles	15,067	1,104	13,963	1,983	-
Comp. Property & Liab.	11,394	2,598	8,796	1,766	295
<b>MEMBERSHIP DUES</b>					
	30,161	21,304	8,857	768	121
<b>OTHER EXPENDITURES</b>					
	344,772	23,553	321,219	14,841	2,665
<b>INTEREST EXPENSE</b>					
	265,420	133,256	132,164	38,521	11,986
<b>IN-KIND EXPENSE</b>					
	170,784	-	170,784	5,200	-
<b>TOTAL EXPENSES</b>					
	21,079,836	2,081,027	18,998,809	4,022,096	1,394,042
<b>ADMIN ALLOCATION</b>					
	-	(2,049,409)	2,049,409	448,781	155,546
<b>TOTAL PROGRAM EXPENSES</b>					
	21,079,836	31,618	21,048,218	4,470,877	1,549,588
<b>SURPLUS/(DEFICIT)</b>					
	\$ 292,486	\$ -	\$ 292,486	\$ 266,540	\$ (149,401)

Restorative Partial Hospital	Non Eligibles	ACT Team	Outpatient Franklin	Multi- Service Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living
\$ 254,602	\$ 1,998,411	\$ 722,429	\$ 1,010,148	\$ 2,821,527	\$ 401,194	\$ -	\$ 614,448
84,420	206,773	191,180	269,330	627,990	94,339	-	140,353
21,811	140,204	53,413	79,093	229,189	33,217	-	51,856
211	50,885	16,614	250	304,192	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	210	-	210
6,672	9,772	867	1,320	70,136	398	485,374	2,249
264	118	289	33	367	487	-	264
709	6,613	1,823	2,583	14,154	1,035	-	677
18,587	8,547	1,151	-	1,246	-	-	9,563
1,496	1,438	2,251	7,927	8,425	-	-	3,302
4,728	4,996	7,145	7,290	24,174	10,190	-	8,492
4,359	6,712	5,529	15,102	23,756	8,247	-	10,198
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
3,336	20,113	7,409	9,087	32,254	5,980	-	6,596
1,297	4,562	1,804	1,564	11,172	7,800	-	6,023
2,961	350	809	5,297	692	276	-	18
16,204	3,283	290	2,915	4,650	18,446	-	3,239
89	154	-	81	13,838	549	-	262
9,194	34,676	46,556	40,320	104,342	6,213	-	34,432
525	1,112	1,291	1,548	2,129	1,407	-	1,446
378	1,379	694	1,996	6,641	481	-	790
-	1,064	249	1,426	3,432	33	-	-
5,570	23,845	6,963	18,221	28,756	10,577	-	11,310
766	1,589	672	1,608	3,455	457	-	1,353
1,538	2,908	32,304	25,323	122,187	8,387	-	9,949
18,349	9	2	18	3,706	3,571	-	6,472
-	-	-	-	-	-	-	1,392
7,836	18,828	5,088	16,249	33,058	10,177	-	9,837
5,976	-	-	-	1,976	301	-	3,727
311	306	1,184	440	1,638	754	-	947
11	4,830	102	1,264	1,208	39	-	39
3,780	3,399	2,397	4,018	18,193	1,628	-	2,906
6,601	18,420	13,967	6,702	11,287	-	-	24,680
-	-	-	-	-	144,886	-	20,698
482,581	2,575,296	1,124,472	1,531,153	4,529,770	771,279	485,374	987,728
53,846	287,348	125,467	170,844	505,426	86,059	7,200	110,210
536,427	2,862,644	1,249,939	1,701,997	5,035,196	857,338	492,574	1,097,938
\$ 142,973	\$ 220,514	\$ (22,721)	\$ (104,011)	\$ (260,015)	\$ 33,815	\$ (104,197)	\$ 20,261

Supp. Living Fellowship	Other Non-BBH	Other Non-BBH	Other Non-BBH	Millhouse	Temporarily Restricted Funds	2012
\$ -	\$ 233,999	\$ 25,137	\$ 149,629	\$ -	\$ -	\$ 12,806,457
-	36,153	392	34,963	-	-	2,632,265
-	16,864	2,214	12,700	-	-	962,779
-	-	-	-	-	-	632,223
-	-	-	-	7,830	-	35,900
-	-	-	-	1,411	-	40,445
145,600	2,283	2,952	11,271	-	-	852,907
-	-	-	-	-	-	4,713
-	-	-	868	-	-	41,290
-	-	3,600	17,063	-	-	111,463
-	-	-	277	10,494	-	43,492
-	684	-	689	12,581	-	106,015
-	1,198	-	41	7,429	-	181,845
-	4,163	-	-	11,737	-	4,100
-	-	-	-	6,464	-	-
-	-	-	1,673	-	-	196,251
-	-	-	246	-	-	-
-	-	786	-	-	-	36,870
-	-	-	955	-	-	66,803
-	-	-	50	-	-	15,416
-	17,734	-	2,760	26,826	-	552,157
-	-	-	18	-	-	22,573
-	-	-	178	-	-	36,724
-	-	-	267	-	-	24,066
-	138	24	656	-	-	195,787
-	321	8	162	-	-	21,935
-	956	-	3,542	-	-	346,248
-	-	-	6,399	-	-	36,095
-	-	-	-	-	-	1,172
-	-	-	1,611	-	-	-
-	-	-	-	-	-	13,291
-	231	-	177	747	-	165,494
-	-	-	475	-	-	25,849
-	445	795	426	821	264,905	274,891
-	-	-	-	-	-	263,395
-	-	-	-	-	-	170,784
145,600	315,169	35,908	247,096	86,340	264,905	20,921,695
-	35,166	1,795	37,065	24,656	-	-
145,600	350,335	37,703	284,161	110,996	264,905	20,921,695
\$ 95,349	\$ 215,961	\$ 2,335	\$ (51,979)	\$ (25,928)	\$ 12,990	\$ 604,692

Riverbend Community Mental Health, Inc.  
 ANALYSIS OF DIHS-BBH REVENUES, RECEIPTS AND RECEIVABLES  
 For the Year Ended June 30, 2013

	<u>Beginning Receivables (Deferred)</u>	<u>Revenues</u>	<u>Receipts</u>	<u>Pass Thru to other Agencies</u>	<u>Ending Receivables (Deferred)</u>
Contract Year, June 30, 2013	\$ (16,285)	\$ 636,539	\$ (632,254)	\$ -	\$ (12,000)

Analysis of Receipts:

<u>BBH &amp; Federal Fund Payments</u>	
7/31/2012	\$ 6,284
8/31/2012	3,142
9/30/2012	3,142
10/31/2012	80,668
11/30/2012	54,661
12/31/2012	52,174
1/15/2013	57,036
2/4/2013	3,142
2/20/2013	46,414
3/1/2013	3,142
3/27/2013	7,958
3/28/2013	3,142
3/29/2013	58,442
4/9/2013	37,028
4/30/2013	3,142
5/13/2013	52,079
6/3/2013	3,142
6/13/2013	50,878
6/24/2013	74,771
7/1/2013	31,867
	<u>\$ 632,254</u>

Riverbend Community Mental Health, Inc.  
 ANALYSIS OF CLIENT SERVICE FEES  
 For the Year Ended June 30, 2013

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 400,829	\$ 2,486,829	\$ (1,825,210)	\$ 85,978	\$ (612,806)	\$ 535,620
Blue Cross/Blue Shield	53,852	449,609	(164,207)	(4,165)	(308,200)	26,889
Medicaid	1,220,873	17,240,817	(3,249,206)	66,008	(14,110,214)	1,168,278
Medicare	172,855	720,292	(179,868)	(3,013)	(571,283)	138,983
Other insurance	217,454	1,896,685	(567,928)	11,613	(1,392,500)	165,324
Other program fees	<u>(1,515)</u>	<u>380,821</u>	<u>(1,314)</u>	<u>(190,657)</u>	<u>(185,148)</u>	<u>2,187</u>
TOTALS	<u>\$ 2,064,348</u>	<u>\$ 23,175,053</u>	<u>\$ (5,987,733)</u>	<u>\$ (34,236)</u>	<u>\$(17,180,151)</u>	<u>\$ 2,037,281</u>

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2014

Riverbend Community Mental Health, Inc.  
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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

September 2, 2014

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

We have audited the financial statements of Riverbend Community Mental Health, Inc. for the year ended June 30, 2014, and have issued our report thereon dated September 2, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 21, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Riverbend Community Mental Health, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2014. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the allowance for uncollectible accounts is based on an estimate of those accounts receivable that will not be collected. We evaluated the key factors and assumptions used to develop the allowance for uncollectible accounts in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The financial statement disclosures are neutral, consistent, and clear.

*Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

*Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated September 2, 2014.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors and Management of Riverbend Community Mental Health, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

KITTELL, BRANAGAN & SARGENT

*Kittell Branagan & Sargent*

Riverbend Community Mental Health, Inc.  
STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2014</u>	<u>2013</u>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,475,020	\$ 3,522,525
Client service fees receivable, net	1,584,831	1,524,336
Other receivables	120,982	110,010
Investments	8,289,198	6,504,235
Prepaid expenses	103,991	47,660
Tenant security deposits	21,443	16,964
<b>TOTAL CURRENT ASSETS</b>	<b>12,595,465</b>	<b>11,725,730</b>
 <b>PROPERTY &amp; EQUIPMENT, NET</b>	 <b>7,993,202</b>	 <b>8,235,263</b>
 <b>OTHER ASSETS</b>		
Investment in Behavioral Information Systems	83,604	83,604
Software licenses	-	2,137
Bond issuance costs	440,154	466,675
<b>TOTAL OTHER ASSETS</b>	<b>523,758</b>	<b>552,416</b>
 <b>RESTRICTED CASH, Rural Development Fund</b>	 <b>18,837</b>	 <b>17,556</b>
 <b>DUE FROM RELATED PARTY - Penacook Assisted Living Facility</b>	 <b>-</b>	 <b>5,351</b>
<b>TOTAL ASSETS</b>	<b>\$ 21,131,262</b>	<b>\$ 20,536,316</b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 59,556	\$ 166,377
Accrued expenses	1,019,924	1,054,640
Tenant security deposits	21,443	16,964
Accrued compensated absences	527,968	484,949
Current portion of long-term debt	215,318	204,608
Deferred revenue	107,965	51,582
<b>TOTAL CURRENT LIABILITIES</b>	<b>1,952,174</b>	<b>1,979,120</b>
 <b>LONG-TERM LIABILITIES</b>		
Long-term debt, less current portion	7,563,780	8,035,744
Interest rate swap liability	348,635	412,915
<b>TOTAL LONG-TERM LIABILITIES</b>	<b>7,912,415</b>	<b>8,448,659</b>
 <b>NET ASSETS</b>		
Unrestricted	8,465,911	7,513,592
Temporarily restricted	446,282	511,012
Temporarily restricted - Capital Campaign	2,354,480	2,083,933
<b>TOTAL NET ASSETS</b>	<b>11,266,673</b>	<b>10,108,537</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 21,131,262</b>	<b>\$ 20,536,316</b>

See Accompanying Notes to Financial Statements.

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

	2014			All Funds	2013
	Unrestricted	Temporarily Restricted	Temporarily Restricted Capital Campaign		
<b>PUBLIC SUPPORT AND REVENUES</b>					
Public support -					
State of New Hampshire -- BBH	\$ 490,295	\$ -	\$ -	\$ 490,295	\$ 497,194
Federal	244,412	-	-	244,412	146,495
In-kind donations	170,784	-	-	170,784	170,784
Contributions	48,203	-	-	48,203	298,691
Other	691,816	13,124	-	704,940	716,751
Total Public Support	<u>1,645,510</u>	<u>13,124</u>	<u>-</u>	<u>1,658,634</u>	<u>1,829,915</u>
Revenues -					
Client service fees, net of provision for bad debts	17,244,238	-	-	17,244,238	17,106,081
Other	2,477,007	-	-	2,477,007	2,436,326
Net assets released from restrictions	186,059	(78,498)	(107,561)	-	-
Total Revenues	<u>19,907,304</u>	<u>(78,498)</u>	<u>(107,561)</u>	<u>19,721,245</u>	<u>19,542,407</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>21,552,814</u>	<u>(65,374)</u>	<u>(107,561)</u>	<u>21,379,879</u>	<u>21,372,322</u>
<b>PROGRAM AND ADMINISTRATIVE EXPENSES</b>					
Children and adolescents	4,649,697	-	-	4,649,697	4,470,877
Emergency services	1,500,048	-	-	1,500,048	1,549,588
ACT Team	1,331,078	-	-	1,331,078	1,249,939
Outpatient - Concord	2,902,542	-	-	2,902,542	2,862,644
Outpatient - Franklin	-	-	-	-	1,701,997
Multi-Service Team - Community Support Program	6,495,886	-	-	6,495,886	5,035,196
Community Residence - Twitchell	887,964	-	-	887,964	857,338
Community Residence - Fellowship	646,450	-	-	646,450	492,574
Restorative Partial Hospital	553,466	-	-	553,466	536,427
Supportive Living - Fellowship	-	-	-	-	145,600
Supportive Living - Community	1,089,113	-	-	1,089,113	1,097,938
Other Non-BBH	610,710	-	-	610,710	672,199
Mill House	173,466	-	-	173,466	110,996
Administrative	250,283	-	-	250,283	31,618
Temporarily restricted	106,083	-	-	106,083	264,905
<b>TOTAL PROGRAM &amp; ADMINISTRATIVE EXPENSES</b>	<u>21,196,786</u>	<u>-</u>	<u>-</u>	<u>21,196,786</u>	<u>21,079,836</u>
<b>EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS</b>	356,028	(65,374)	(107,561)	183,093	292,486
<b>INVESTMENT INCOME</b>	532,012	644	378,108	910,764	441,002
<b>GAIN ON SALE OF ASSETS</b>	-	-	-	-	7,250
<b>GAIN ON MILL HOUSE TRANSFER</b>	-	-	-	-	879,490
<b>TOTAL INCREASE (DECREASE) IN NET ASSETS</b>	888,040	(64,730)	270,547	1,093,857	1,620,228
<b>NET ASSETS, BEGINNING OF YEAR</b>	7,513,592	511,012	2,083,933	10,108,537	8,348,582
Change in fair value of interest rate swap liability	64,279	-	-	64,279	139,727
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 8,465,911</u>	<u>\$ 446,282</u>	<u>\$ 2,354,480</u>	<u>\$ 11,266,673</u>	<u>\$ 10,108,537</u>

See Accompanying Notes to Financial Statements.

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

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 1,093,857	\$ 1,620,228
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	660,103	638,147
Gain on sale of fixed assets	-	(7,250)
Unrealized (gain) loss on investments	(378,108)	(202,052)
Transfer of Millhouse Gain	-	(879,490)
Changes in:		
Client service fee receivables	(60,495)	134,169
Other receivables	(10,972)	(46,958)
Prepaid expenses	(56,331)	(7,929)
Restricted cash	(1,281)	(1,294)
Accounts payable and accrued expenses	(98,518)	248,530
Deferred revenue	56,383	(52,494)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,204,638</u>	<u>1,443,607</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(390,381)	(517,737)
Investment activity, net	<u>(1,405,859)</u>	<u>(752,667)</u>
NET CASH (USED) IN INVESTING ACTIVITIES	<u>(1,796,240)</u>	<u>(1,270,404)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Undisbursed trust funds	-	52,161
Repayment from affiliates	5,351	12,226
Mill House borrowings, net	-	185,121
Proceeds from issuance of debt	-	100,000
Principal payments on long-term debt	<u>(461,254)</u>	<u>(214,807)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(455,903)</u>	<u>134,701</u>
NET INCREASE (DECREASE) IN CASH	(1,047,505)	307,904
CASH AT BEGINNING OF YEAR	<u>3,522,525</u>	<u>3,214,621</u>
CASH AT END OF YEAR	<u>\$ 2,475,020</u>	<u>\$ 3,522,525</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 301,964</u>	<u>\$ 197,848</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. 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, 2011, 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.

The Mill House at Tremont Associates (Mill House) is a partnership formed to acquire, rehabilitate and operate nineteen units of low income housing located in Boscawen, NH. During the year ended June 30, 2013, Riverbend was assigned the 99.9% limited partnership interest in the entity. The assets and liabilities of the partnership were transferred to Riverbend at fair market value resulting in a gain on transfer of \$879,490.

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.

State Grants

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

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2014

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, 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the 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 change to the valuation allowance and a credit to accounts receivable.

During 2014, the Center decreased its estimate in the allowance for doubtful accounts from 25% to 21% of total accounts receivable to \$432,614 as of June 30, 2014 from \$512,945 as of June 30, 2013. This was a direct result of self-pay patient accounts decreasing to \$453,689 as of June 30, 2014 from \$535,620 as of June 30, 2013.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking into account of the provision for bad debts) recognized during the year ended June 30, 2014 totaled \$17,244,238, of which \$16,709,193 was revenue from third-party payors and \$535,045 was revenue from self-pay clients.

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

New Hampshire Medicaid

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

Approximately 81% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2014. 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 \$35,400 and \$38,562 at June 30, 2014 and 2013, respectively.

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2014

NOTE 2 CASH

At June 30, 2014 and 2013, the carrying amount of cash deposits was \$2,515,300 and \$3,535,030 and the bank balance was \$2,313,068 and \$3,628,549. Of the bank balance, \$1,013,113 and \$1,012,519 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$1,299,954 and \$2,388,024 was covered by an irrevocable letter of credit with TD Bank, N.A., and the remaining \$-0-, and \$6,733 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2014</u>	<u>2013</u>
<b>ACCOUNTS RECEIVABLE - TRADE</b>		
Due from clients	\$ 453,689	\$ 535,620
Receivable from insurance companies	189,432	192,213
Medicaid receivable	1,220,053	1,168,278
Medicare receivable	152,723	138,983
Other	<u>1,548</u>	<u>2,187</u>
	2,017,445	2,037,281
Allowance for doubtful accounts	<u>(432,614)</u>	<u>(512,945)</u>
	<u>\$ 1,584,831</u>	<u>\$ 1,524,336</u>
 <b>ACCOUNTS RECEIVABLE - OTHER</b>		
Due from Penacook Assisted Living Facility	\$ 14,160	\$ 18,843
Other	<u>106,822</u>	<u>91,167</u>
	<u>\$ 120,982</u>	<u>\$ 110,010</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>2014</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 62,148	\$ -	\$ 62,148
U.S. Treasuries	272,660	17,847	290,507
Corporate Bonds	2,057,093	27,805	2,084,898
Mutual Funds	<u>5,271,752</u>	<u>579,893</u>	<u>5,851,645</u>
	<u>\$ 7,663,653</u>	<u>\$ 625,545</u>	<u>\$ 8,289,198</u>

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2014

NOTE 4 INVESTMENTS (continued)

<u>2013</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 354,625	\$ -	\$ 354,625
U.S. Treasuries	135,805	14,868	150,673
Corporate Bonds	1,421,915	(15,745)	1,406,170
Equities	169,767	7,290	177,057
Mutual Funds	<u>4,187,730</u>	<u>227,980</u>	<u>4,415,710</u>
	<u>\$ 6,269,842</u>	<u>\$ 234,393</u>	<u>\$ 6,504,235</u>

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

	<u>2014</u>	<u>2013</u>
Interest and dividends	\$ 269,119	\$ 216,280
Realized gains	294,126	42,464
Unrealized gains	378,108	202,520
Fees	(39,839)	(29,086)
Returns from BIS	<u>9,250</u>	<u>8,824</u>
TOTAL	<u>\$ 910,764</u>	<u>\$ 441,002</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.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2014

NOTE 5 FAIR VALUE MEASUREMENTS

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2014. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2014</u>	<u>2013</u>
Land	\$ 496,287	\$ 496,287
Buildings	11,658,593	11,595,370
Leasehold Improvements	351,960	351,960
Furniture and Fixtures	2,996,270	2,903,550
Equipment	<u>936,255</u>	<u>717,012</u>
	16,439,365	16,064,179
Accumulated Depreciation	<u>(8,446,163)</u>	<u>(7,828,916)</u>
NET BOOK VALUE	<u>\$ 7,993,202</u>	<u>\$ 8,235,263</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, 2014 and 2013, Riverbend paid BIS \$338 and \$42,513, respectively, for software support and services.

BIS owed Riverbend \$14,099 and \$4,752 at June 30, 2014 and 2013, respectively.

NOTE 8 OTHER ASSETS

Bond Issuance Costs

The organization incurred bond issuance costs totaling \$598,341. These costs are being amortized over the life of the related obligation – 30 years. The net remaining unamortized costs were \$434,424 and \$460,671 at June 30, 2014 and 2013, respectively.

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2014

NOTE 9 LONG-TERM DEBT

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

	<u>2014</u>	<u>2013</u>
Note payable, \$30,400 note dated 11/3/06. Monthly of principal and interest of \$464. Interest at prime minus 1%. Matures November 2013.	\$ -	\$ 1,534
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.	139,410	145,542
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.	26,776	32,044
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.	74,734	83,526
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.	3,855,000	3,965,000
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.	11,011	15,856
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority, secured by real estate and personal property. Repayment is to be made from cash surplus once certain operating reserve balances have been funded. Note matures July 2026, at which time any unpaid principal balance is due in full.	-	255,000

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2014

NOTE 9

LONG-TERM DEBT (continued)

	<u>2014</u>	<u>2014</u>
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.	72,167	91,851
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.	<u>3,600,000</u>	<u>3,650,000</u>
	7,779,098	8,240,353
Less: Current Portion	<u>(215,318)</u>	<u>(204,608)</u>
	<u>\$ 7,563,780</u>	<u>\$ 8,035,745</u>

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2015	\$ 215,318
2016	220,995
2017	227,243
2018	213,915
2019	221,735
Thereafter	<u>6,679,892</u>
	<u>\$ 7,779,098</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, 2015.

Riverbend Community Mental Health, Inc.  
 NOTES TO FINANCIAL STATEMENTS  
 June 30, 2014

NOTE 10 DEFERRED INCOME

	<u>2014</u>	<u>2013</u>
Concord Hospital - Community Service Fund	\$ 90,180	\$ 27,742
Endowment for Health	8,840	8,840
Town of Hillsboro	-	3,000
DHHS - BBH Grant	<u>8,945</u>	<u>12,000</u>
TOTAL DEFERRED INCOME	<u>\$ 107,965</u>	<u>\$ 51,582</u>

NOTE 11 LINE OF CREDIT

As of June 30, 2014, 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.

NOTE 12 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>2014</u>	<u>2013</u>
Note receivable dated December 1, 2008 with monthly payments of principal and interest of \$1,089 at 7% interest. Matures December 1, 2013.	\$ _____	\$ 5,351
Ongoing management and administrative services, recorded in other accounts receivable	<u>14,160</u>	<u>18,843</u>
	<u>\$ 14,160</u>	<u>\$ 24,194</u>

Riverbend collected \$77,164 and \$75,233 for property management services and \$58,650 and \$54,666 for contracted housekeeping services from the affiliate during the years ended June 30, 2014 and 2013, respectively.

NOTE 13 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, 2014 and 2013, such contributions were \$146,808 and \$140,131, respectively.

Riverbend Community Mental Health, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2014

NOTE 14 OPERATING LEASES

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

<u>Year Ending June 30,</u>	<u>Amount</u>
2015	\$ 27,498
2016	26,718
2017	27,151
2018	27,598
2019	<u>28,057</u>
	<u>\$ 137,022</u>

Total rent expense for the years ended June 30, 2014 and 2013 was \$38,714 and \$65,493, respectively.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 2, 2014, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2014, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.  
SCHEDULE OF FUNCTIONAL REVENUES  
For the Year Ended June 30, 2014, with  
Comparative Totals for 2013

	2014 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment
<b>PROGRAM SERVICE FEES</b>					
Net Client Fees	\$ 535,045	\$ -	\$ 535,045	\$ 84,573	\$ 36,465
HMO's	742,876	-	742,876	196,095	56,938
Blue Cross/Blue Shield	318,086	-	318,086	77,720	28,167
Medicaid	13,917,228	-	13,917,228	4,110,619	205,092
Medicare	664,580	-	664,580	-	3,255
Other Insurance	604,661	-	604,661	162,242	52,455
Other Program Fees	461,762	-	461,762	3,331	-
<b>PROGRAM SALES</b>					
Service	2,477,007	-	2,477,007	-	946,495
<b>PUBLIC SUPPORT</b>					
United Way	75,562	-	75,562	-	75,562
Local/County Gov't.	3,000	-	3,000	3,000	-
Donations/Contributions	48,203	-	48,203	1,825	2,251
Other Public Support	303,340	23,529	279,811	64,335	71,775
<b>FEDERAL FUNDING</b>					
Other Federal Grants	207,297	10,000	197,297	34,507	325
PATH	37,115	-	37,115	-	-
<b>RENTAL INCOME</b>					
	-	-	-	-	-
<b>IN-KIND DONATIONS</b>					
	170,784	-	170,784	5,200	-
<b>OTHER REVENUES</b>					
	323,038	216,754	106,284	5,703	151
<b>BBH</b>					
	490,295	-	490,295	172	7,708
	<u>21,379,879</u>	<u>250,283</u>	<u>21,129,596</u>	<u>4,749,322</u>	<u>1,486,639</u>
<b>TOTAL PROGRAM REVENUES</b>	<u>\$ 21,379,879</u>	<u>\$ 250,283</u>	<u>\$ 21,129,596</u>	<u>\$ 4,749,322</u>	<u>\$ 1,486,639</u>

Restorative Partial Hospital	Non Eligibles	ACT Team	Multi- Service Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Other Non-BBH
\$ 7,263	\$ 276,084	\$ 28,966	\$ 46,772	\$ 22,857	\$ 5,849	\$ 22,706	\$ -
-	391,194	9,346	89,303	-	-	-	-
14	171,686	5,847	34,652	-	-	-	-
619,172	207,012	676,671	5,464,019	607,146	812,267	1,074,426	-
13,234	301,467	19,829	326,795	-	-	-	-
-	310,090	10,770	69,104	-	-	-	-
-	79,247	-	(1,419)	122,990	-	60,573	-
-	1,281,700	-	40,978	-	(182,244)	-	390,078
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	549	250	-	-	43,016
3,832	35,414	75	47,636	-	-	20,890	-
650	1,495	8,873	53,503	1,752	-	2,198	-
-	-	-	-	-	-	37,115	-
-	-	-	-	144,886	-	20,698	-
-	1,970	191	3,363	-	25	-	91,529
90	-	477,587	4,738	-	-	-	-
<u>644,255</u>	<u>3,057,359</u>	<u>1,238,155</u>	<u>6,179,993</u>	<u>899,881</u>	<u>635,897</u>	<u>1,238,606</u>	<u>524,623</u>
<u>\$ 644,255</u>	<u>\$ 3,057,359</u>	<u>\$ 1,238,155</u>	<u>\$ 6,179,993</u>	<u>\$ 899,881</u>	<u>\$ 635,897</u>	<u>\$ 1,238,606</u>	<u>\$ 524,623</u>

<u>Other Non-BBH</u>	<u>Other Non-BBH</u>	<u>Millhouse</u>	<u>Temporarily Restricted Funds</u>	<u>2013</u>
\$ -	\$ 3,510	\$ -	\$ -	\$ 661,619
-	-	-	-	784,348
-	-	-	-	285,403
-	140,804	-	-	13,991,611
-	-	-	-	540,424
-	-	-	-	544,409
36,105	-	160,935	-	298,267
-	-	-	-	2,436,326
-	-	-	-	77,813
-	-	-	-	4,000
-	312	-	-	298,691
9,235	13,495	-	13,124	437,720
-	93,994	-	-	116,495
-	-	-	-	30,000
-	-	-	-	84,114
-	-	-	-	170,784
-	-	3,352	-	113,104
-	-	-	-	497,194
<u>45,340</u>	<u>252,115</u>	<u>164,287</u>	<u>13,124</u>	<u>21,372,322</u>
<u>\$ 45,340</u>	<u>\$ 252,115</u>	<u>\$ 164,287</u>	<u>\$ 13,124</u>	<u>\$ 21,372,322</u>

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

	2014 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment
<b>PERSONNEL COSTS</b>					
Salary & Wages	\$ 13,009,356	\$ 1,063,128	\$ 11,946,228	\$ 2,717,556	\$ 973,725
Employee Benefits	3,002,183	184,450	2,817,733	715,406	174,997
Payroll Taxes	966,491	78,016	888,475	208,267	70,566
<b>PROFESSIONAL FEES</b>					
Substitute Staff	263,688	17,067	246,621	-	-
Accounting	44,940	33,650	11,290	-	-
Audit Fees	-	-	-	-	-
Legal Fees	30,391	23,656	6,735	-	-
Other Prof. Fees/Consul.	745,975	29,197	716,778	12,746	5,499
<b>STAFF DEV. &amp; TRAINING</b>					
Journals & Pub.	8,760	1,817	6,943	1,758	547
Conferences and Conv.	51,194	6,141	45,053	6,565	2,663
Other Staff Dev. (Statewide)	1,039	-	1,039	-	-
<b>OCCUPANCY COSTS</b>					
Rent	60,331	10,570	49,761	13,093	1,600
Mortgage Interest	-	-	-	-	-
Heating Costs	54,835	5,988	48,847	5,856	1,398
Other Utilities	159,457	26,853	132,604	23,622	5,922
Maintenance and Repairs	134,966	24,551	110,415	12,771	9,987
Taxes	24,727	-	24,727	-	-
Other Occupancy Costs	-	-	-	-	-
<b>CONSUMABLE SUPPLIES</b>					
Office	177,686	55,087	122,599	28,565	10,456
Building/Household	72,428	21,602	50,826	10,942	3,800
Educational/Training	28,847	-	28,847	24,433	-
Production & Sales	-	-	-	-	-
Food	60,628	9,949	50,679	4,561	1,346
Medical	3,457	249	3,208	394	175
Other Consumable Supplies	7,066	-	7,066	4,996	-
ADVERTISING	35,398	20,486	14,912	1,933	531
PRINTING	18,878	8,240	10,638	1,968	1,004
TELEPHONE/COMMUNICATIONS	172,952	24,641	148,311	29,661	21,805
POSTAGE/SHIPPING	22,875	6,559	16,316	4,012	1,499
<b>TRANSPORTATION</b>					
Staff	341,743	18,037	323,706	110,846	1,985
Clients	36,647	3,653	32,994	3,544	-
<b>ASSISTANCE TO INDIVIDUALS</b>					
Client Services	1,134	-	1,134	-	-
<b>INSURANCE</b>					
Malpractice and Bonding	178,223	16,907	161,316	33,188	30,610
Vehicles	11,049	771	10,278	1,163	-
Comp. Property & Liab.	17,346	3,591	13,755	1,987	599
INTEREST EXPENSE	301,964	127,881	174,083	56,983	15,314
IN-KIND EXPENSE	170,784	-	170,784	5,200	-
DEPRECIATION AND AMORTIZATION	660,103	131,984	528,119	155,206	26,067
EQUIPMENT MAINTENANCE	21,723	7,241	14,482	2,627	2,430
MEMBERSHIP DUES	25,725	17,996	7,729	286	120
OTHER EXPENDITURES	271,797	65,240	206,557	40,059	2,456
TOTAL EXPENSES	21,196,786	2,045,198	19,151,588	4,240,194	1,367,101
ADMIN ALLOCATION	-	(1,794,915)	1,794,915	409,503	132,947
TOTAL PROGRAM EXPENSES	21,196,786	250,283	20,946,503	4,649,697	1,500,048
SURPLUS/(DEFICIT)	\$ 183,093	\$ -	\$ 183,093	\$ 99,625	\$ (13,409)

Restorative Partial Hospital	Non Eligibles	ACT Team	Multi- Service Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Other Non-BBH
\$ 264,391	\$ 1,874,952	\$ 761,285	\$ 3,941,112	\$ 422,828	\$ -	\$ 602,418	\$ 221,172
102,154	225,597	238,051	993,862	119,109	-	164,569	28,928
19,766	124,196	55,042	300,095	32,702	-	47,821	16,888
-	240,095	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
6,555	10,112	1,251	19,509	307	639,250	3,871	15
301	527	190	2,093	723	-	636	-
300	10,976	3,645	17,190	1,343	-	925	-
-	-	-	1,039	-	-	-	-
2,002	12,509	1,361	1,173	-	-	-	-
-	-	-	-	-	-	-	-
794	1,398	2,564	15,772	-	-	3,269	-
5,418	5,922	8,320	34,900	10,578	-	9,108	-
3,324	7,745	9,100	41,218	3,867	-	12,991	5
-	-	-	-	-	-	-	2,813
-	-	-	-	-	-	-	-
2,944	21,157	6,732	39,701	5,519	-	6,322	14
1,563	1,846	3,201	14,368	5,991	-	6,362	-
609	-	1,172	2,570	-	-	63	-
-	-	-	-	-	-	-	-
14,040	1,753	477	7,055	17,200	-	3,460	8
-	240	39	1,870	160	-	330	-
-	-	-	1,164	-	-	-	-
319	3,171	570	6,233	812	-	1,131	57
68	2,114	293	4,737	146	-	200	25
4,914	12,715	12,581	43,494	10,310	-	11,844	357
731	1,658	691	5,362	451	-	1,381	346
1,062	1,979	29,476	156,582	4,905	-	10,943	4,143
13,372	-	-	792	3,314	-	4,794	48
-	-	-	-	-	-	1,134	-
7,443	17,883	4,834	46,608	9,666	-	9,344	-
4,933	-	-	722	1,423	-	2,022	15
538	599	1,437	3,161	1,496	-	1,795	88
19,928	15,202	18,930	23,031	-	-	24,695	-
-	-	-	-	144,886	-	20,698	-
20,417	44,204	48,218	151,126	7,077	-	36,319	-
724	702	1,176	3,889	1,342	-	1,539	4
3	2,061	465	4,268	48	-	3	-
6,243	3,982	2,006	37,189	3,062	-	2,600	471
504,856	2,645,295	1,213,107	5,921,885	809,265	639,250	992,587	275,397
48,610	257,247	117,971	574,001	78,699	7,200	96,526	26,782
553,466	2,902,542	1,331,078	6,495,886	887,964	646,450	1,089,113	302,179
\$ 90,789	\$ 154,817	\$ (92,923)	\$ (315,893)	\$ 11,917	\$ (10,553)	\$ 149,493	\$ 222,444

	Other Non-BBH	Other Non-BBH	Millhouse	Temporarily Restricted Funds	2013
\$	30,210	\$ 131,933	\$ 4,646	\$ -	\$ 12,913,783
	498	54,506	56	-	2,601,651
	1,942	10,808	382	-	1,007,886
	-	-	6,526	-	436,908
	-	-	11,290	-	36,675
	-	-	-	-	7,830
	-	-	6,735	-	77,777
	2,620	15,043	-	-	842,983
	-	168	-	-	8,218
	-	948	498	-	41,570
	-	-	-	-	-
	3,975	14,048	-	-	83,783
	-	-	-	-	-
	-	-	17,796	-	47,592
	-	-	28,814	-	127,927
	-	1	9,406	-	131,744
	-	-	21,914	-	15,900
	-	-	-	-	6,464
	-	1,189	-	-	181,711
	-	99	2,654	-	58,257
	-	-	-	-	50,207
	-	-	-	-	-
	-	779	-	-	67,237
	-	-	-	-	16,427
	906	-	-	-	-
	12	143	-	-	38,562
	5	78	-	-	15,964
	2	628	-	-	177,409
	12	173	-	-	21,357
	-	1,785	-	-	332,034
	-	7,130	-	-	47,813
	-	-	-	-	1,392
	-	1,531	209	-	184,531
	-	-	-	-	15,067
	-	359	1,696	-	11,394
	-	-	-	-	265,420
	-	-	-	-	170,784
	-	2,947	36,538	-	638,147
	-	49	-	-	22,499
	-	475	-	-	30,161
	721	1,127	558	106,083	344,772
	40,903	245,947	149,718	106,083	21,079,836
	2,045	19,636	23,748	-	-
	42,948	265,583	173,466	106,083	21,079,836
\$	2,392	\$ (13,468)	\$ (9,179)	\$ (92,959)	\$ 292,486

Riverbend Community Mental Health, Inc.  
 ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES  
 For the Year Ended June 30, 2014

	<u>Beginning Receivables (Deferred)</u>	<u>Revenues</u>	<u>Receipts</u>	<u>Pass Thru to other Agencies</u>	<u>Ending Receivables (Deferred)</u>
Contract Year, June 30, 2014	\$ (12,000)	\$ 719,414	\$ (716,359)	\$ -	\$ (8,945)

Analysis of Receipts:

<u>BBH &amp; Federal Fund Payments</u>	
7/22/2013	7,326
9/3/2013	3,663
11/1/2013	2,697
11/1/2013	108,839
11/21/2013	3,663
12/10/2013	106,733
12/19/2013	9,750
12/23/2013	3,663
12/23/2013	56,172
1/22/2014	3,663
2/19/2014	68,126
3/5/2014	3,663
3/5/2014	18,463
3/28/2014	3,663
4/1/2014	975
5/2/2014	3,663
5/13/2014	124,602
5/16/2014	3,663
5/20/2014	59,268
6/2/2014	3,665
6/4/2014	36,515
6/16/2014	51,800
6/18/2014	760
6/24/2014	6,209
6/27/2014	301
7/31/2014	14,835
7/31/2014	<u>10,019</u>
	<u>\$ 716,359</u>

Riverbend Community Mental Health, Inc.  
**ANALYSIS OF CLIENT SERVICE FEES**  
For the Year Ended June 30, 2014

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances &amp; Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 535,620	\$ 2,655,133	\$ (2,035,088)	\$ (15,308)	\$ (579,455)	\$ 560,902
Blue Cross/Blue Shield	26,888	481,623	(163,538)	4,861	(308,227)	41,607
Medicaid	1,168,278	18,198,071	(4,280,843)	(23,727)	(13,841,718)	1,220,061
Medicare	138,983	844,545	(179,966)	6,509	(657,348)	152,723
Other insurance	165,324	1,915,861	(568,323)	22,317	(1,387,235)	147,944
Other program fees	<u>2,187</u>	<u>346,898</u>	<u>(2,114)</u>	<u>26,965</u>	<u>(372,388)</u>	<u>1,548</u>
<b>TOTALS</b>	<u>\$ 2,037,280</u>	<u>\$ 24,442,131</u>	<u>\$ (7,229,872)</u>	<u>\$ 21,617</u>	<u>\$(17,146,371)</u>	<u>\$ 2,124,785</u>

Riverbend Community Mental Health, Inc.  
Board of Directors

Valerie Acres

John Barthelmes

John Bassi

Peg Blume

David Cawley

Michel Couret, DDS

John Duval

John Hastings

Randy Hayes, MD

Sheila Johnson

Karen Levchuk

Meg Miller

Jill Savage

Sharon Sweet

## Peter John Evers

### Employment History:

October 2013- Present	Riverbend Community Mental Health, Inc. 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.	Concord, NH
April 2010- October 2013	The Home for Little Wanderers 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.	Boston MA
February 2007- April 2010	Department of Mental Health, Southeastern Area 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	Brockton, MA

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.

Bret W. Longgood, LICSW

Education

- 1970 - 1972 Rutgers University; New Brunswick, New Jersey
- 1976 - 1978 Keene State College, Keene, NH  
Degree: BA., Psychology  
Honors: Summa cum Laude
- 1980 - 1981 University of Connecticut - School of Social Work  
Degree: Masters of Social Work

Credentials

Licensed Independent Clinical Social Worker (LICSW), State of NH, License # 1056

Academy of Certified Social Workers (ACSW)

Employment

- 1997 - Present *Senior Vice President, Chief Operating Officer*  
*Corporate Compliance Officer*  
Riverbend Community Mental Health Inc. Concord, NH
- Administrator Behavioral Health*  
Concord Hospital, Concord, NH

Responsible for overall planning and operations of behavioral health services. Riverbend CMHC is the second largest community mental health center in NH. Specific responsibilities include: supervision of program directors and director of quality assurance; providing agency wide leadership in developing programs and services to address community need; providing integration between fiscal, administrative and programmatic departments to assure efficient and effective operations; assuring continuous process improvement to promote timely access to high quality services; overseeing policy development and multiple audit processes, functioning as the agency corporate compliance officer; developing and overseeing implementation of the annual contract with the state; and assuring that the agency complies with State, Federal and payer rules and regulations. Clinical duties include providing supervision and consultation regarding complex and high-risk consumers, serving on the Capital Region Health Care Clinical Process Improvement Committee, serving on the Concord Regional VNA quality assurance committee. As Administrator of Behavioral Health services at Concord hospital my responsibilities include (Interim Vice President during times of CEO vacancy), administrative and operational oversight of a 15 bed inpatient unit, clinical staffing of the Emergency Department Psychiatric Pod, comprehensive substance abuse treatment program and hospital wide psychiatric consults. I report to the Riverbend CEO and VP for Behavioral Health at Concord Hospital and manage a \$20,000,000 plus CMHC system serving over 7,000 individuals per year.

- 1991 – 1997 *Administrator of Planning and Coordination*  
NH Division of Mental Health and Developmental Services Concord, NH

Responsible for: Coordination, supervision, and oversight of all programmatic aspects of New Hampshire's State funded community mental health system. Specific responsibilities included: case consultation with community mental health centers in cases that were identified as complex, multi-system involved, high risk or utilization outliers; supervision of regional managers relative to contract management and planning activities; coordination of statewide program planning and development efforts; development of Division of Mental Health and Developmental Services goals and policies affecting the state community mental health system; oversight of contract negotiations with provider agencies; writing grants and serving as project officer for multiple federal and foundation grants; serving as Division spokesperson representing the Division on national task forces, and presenting at regional and national conferences; oversight of statewide family and consumer support initiatives including supervision of the Division Consumer Liaison; oversight of program related regulatory processes including administrative rule making, approval of community mental health programs, and designation of community based acute care treatment programs. Provided leadership in Statewide program development leveraging Federal dollars to address the needs of adults with serious mental illness and severely emotionally disturbed children and their families.

1985 – 1991

*Program Planning and Review Specialist:*

NH Division of Mental Health and Developmental Services Concord, NH

Regionally, responsible for: oversight of program and financial planning, development, and administration of regional mental service delivery systems; formulation of goals and policies on a regional basis within the Bureau of Community Mental Health Services. Specific activities included development and monitoring of annual performance contracts; assessing regional program and resource needs and formulating regional plans to address needs; providing consultation, technical assistance, and problem solving regarding complex regional program, financial, and consumer related issues; supervision of office functions; conducting program and financial data analysis and preparing management reports for the Director of the Office of Community Mental Health Services.

Statewide, responsible for: provision of leadership in promoting statewide community support service development for persons with severe and persistent mental illness; systems planning and mobilization; resource development; development of statewide and regional family and consumer self help groups; and human resource development planning. Specific responsibilities included: staff supervision for the Office of Community Mental Health Services Administration; management of agency performance contracts and NIMH Community Support and Human Resource Development grants; development of inter and intra-agency cooperative agreements; writing administrative rules; planning and policy development for case management, rehabilitation, and employment services; provision of leadership in the development of family and consumer self-help initiatives; and supervision of Office of Community Mental Health Services Administration staff.

1983 – 1985

*Coordinator of Partial Hospitalization*

Lakes Region Mental Health Center Laconia, New Hampshire

Responsible for: overall program management and staff supervision for acute and rehabilitative partial hospitalization programs; supervision of case managers and graduate students; program planning, implementation, and review; coordination and supervision of multidisciplinary staff team meetings; policy development; grant writing; family education; quality assurance; consultation to other agencies; serving as a mobile crisis response/emergency services team clinician; functioning as acting CSP director during the absence of the program director, and direct provision of clinical and community support services to persons with severe and persistent mental illness. Also provided outpatient therapy at locations outside of the CSP program.

1982 – 1983

*Clinician/Therapist*

Lakes Region Mental Health Center, Laconia, New Hampshire

Responsible for: provision of clinical and community support services to persons with severe and persistent mental illness and their families including intake, assessment, individual and group psychotherapy, case management, skills teaching, and family education. Additionally, served as a member of a mobile crisis response/emergency services team, provided outpatient psychotherapy at locations outside of the CSP program and consultation to other agencies.

Revised March 28, 2012

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

# Oswaldo J. Evangelista M D

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**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)

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

# 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

<b>BUDGET PERIOD:</b>		<b>SFY 15</b>			
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>	
Peter Evers	President/CEO	\$195,000	0.89%	\$1,740.38	
Allan M. Moses	Sr. VP/CFO	\$111,568	1.58%	\$1,757.20	
Bret Longgood	Sr. VP/COO	\$110,069	1.75%	\$1,926.22	
Oswaldo Evangelista	Medical Director	\$211,600	0.16%	\$333.27	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$5,757.06</b>	

<b>BUDGET PERIOD:</b>		<b>SFY 16</b>			
<b>NAME</b>	<b>JOB TITLE</b>	<b>SALARY</b>	<b>PERCENT PAID FROM THIS CONTRACT</b>	<b>AMOUNT PAID FROM THIS CONTRACT</b>	
Peter Evers	President/CEO	\$204,750	3.57%	\$7,309.58	
Allan M. Moses	Sr. VP/CFO	\$116,568	6.30%	\$7,343.81	
Bret Longgood	Sr. VP/COO	\$110,069	7.00%	\$7,704.86	
Oswaldo Evangelista	Medical Director	\$230,000	0.63%	\$1,449.00	
		\$0	0.00%	\$0.00	
		\$0	0.00%	\$0.00	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$23,807.24</b>	