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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
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August 10, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation (VR) to enter into a **sole source** contract with Riverbend Community Mental Health, INC. Concord, New Hampshire (Vendor Code 177192), in an amount not to exceed $80,000 to provide support services for VR customers, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funds to support this request are available in the account titled VR-Field Programs-Federal in FY24 as follows:

	FY24
06-56-56-565010-25380000-102-500731 Contracts for Program Services	$80,000

EXPLANATION

This request is **sole source** because VR is offering this funding opportunity to each of the mental health centers in New Hampshire to enhance the statewide capacity of work incentives counseling to individuals with disabilities. No Request for Proposals was needed as all mental health centers are being offered this funding opportunity. Each contract will be submitted to G&C separately as it is completed. Riverbend Community Mental Health, INC. is a non-profit corporation with a mission to care for the behavioral health of their community. The organization offers a wide variety of behavioral health and developmental services to individuals and families living in Merrimack County. These enhanced services will increase the number of employed disabled individuals because they will help these individuals to understand the impact of employment on their state and federal benefits.

Riverbend Community Mental Health will hire a Community Work Incentives Coordinator (CWIC), that will provide work incentives, planning, and assistance to beneficiaries who receive

Social Security Disability Benefits. The CWIC is responsible for counseling and educating beneficiaries about how employment will affect their current benefits (which may include public and private health insurance, federal, state, and/or local benefits received) so that individuals may make informed choices towards employment and self-sufficiency. Frequently, because individuals and families do not understand the impact of employment on benefits, they do not choose to engage in career exploration and employment. VR would like to change this concern by enhancing work incentives knowledge to provide informed decision-making for individuals and families.

In addition to the CWIC funding support, this contract will allow Riverbend Community Mental Health to refer more individuals to VR that might seek employment in a competitive, integrated environment.

VR is pleased to partner and provide funding with local area agencies around the state to enhance work incentives knowledge and to provide additional job development capacity. Employment is such an important aspect of life for individuals with disabilities. It means full inclusion in their community and in the state economy.

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Riverbend Community Mental Health, INC.		1.4 Contractor Address 10 West St. Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1600	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation $80,000
1.9 Contracting Officer for State Agency Lisa Hinson- Hatz		1.10 State Agency Telephone Number 603-419-0086	
1.11 Contractor Signature Lisa K. Madden Date: 8.16.23		1.12 Name and Title of Contractor Signatory Lisa K. Madden – President and CEO	
1.13 State Agency Signature Date: 9/6/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut - Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Elizabeth Brown, Attorney On: 9/6/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials LKM
Date 8.16.23

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 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 for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials UK
Date 8-15-23

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials UHL
Date 8-15-23

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials CKA
Date 8.15.23

EXHIBIT A

SPECIAL PROVISIONS

Additional exhibits D-G.

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

EXHIBIT B

SCOPE OF SERVICES

Riverbend Community Mental Health, INC. (RCMH) will provide the following services for the New Hampshire Department of Education, Bureau of Vocational Rehabilitation (VR), effective upon Governor and Council approval through June 30, 2024.

The contractor, RCMH, will utilize VR funding to hire a full time individual to become a Certified Work Incentives Counselor (CWIC) to provide work incentives, planning, and assistance to beneficiaries who receive Social Security Disability Benefits. The CWIC is responsible for counseling and educating beneficiaries about how employment will affect their current benefits (which may include public and private health insurance, federal, state, and/or local benefits received) so that individuals may make informed choices towards employment and self-sufficiency. Staff hired will participate in the free, online Virginia Commonwealth University (VCU) training program to develop competencies, skills, and to become certified to provide the following services to individuals:

1. Determining eligibility for work incentive counseling services;
2. Providing information about and referrals to programs that support work;
3. Gathering information about the beneficiary and verifying their public benefits;
4. Providing individualized advisement, including a Benefits Summary & Analysis (BS&A) report;
5. Providing proactive ongoing work-related benefits support;
6. Share information on STABLE accounts (A STABLE Account is an investment account available to eligible individuals with disabilities). STABLE Accounts are made possible by the federal "Achieving a Better Life Experience" (ABLE) Act. The CWIC will show individuals how to create an account. STABLE accounts provide a tax-free savings plan for disability-related expenses and allows consumers to save and invest without losing Federal needs-based benefits.
7. Provide monthly and quarterly summaries of work completed with VR program staff and with the Portsmouth VR office and counselors; and
8. Tracks participant activity and progress data.

The CWIC's duties will also include the following:

- Assist and counsel beneficiaries with planning and action steps as they seek employment; ensure they have a greater understanding of the work incentives that are available.
- Screen and refer beneficiaries with disabilities eligible for Gateways Community Services to the appropriate Employment Networks (ENs) based on the beneficiary's expressed needs and types of impairments.
- Work in cooperation with Social Security Administration's Area Work Incentives Coordinators (AWICs), Federal, State, local and private agencies and other nonprofit organizations that serve beneficiaries with disabilities seeking employment.
- Connect individuals with Vocational Rehabilitation services.
- Provide general information on the adequacy of health benefits coverage that may be offered by an employer of a beneficiary with a disability; the extent to which other health benefits coverage may be available to that beneficiary in coordination with Medicare and/or Medicaid; and the availability of protection and advocacy services for beneficiaries with disabilities and how to access such services.
- Be knowledgeable about Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) disability programs.

EXHIBIT B CONTINUED

- Be knowledgeable about STABLE accounts.
- Understand terminology used to describe certain disabilities and awareness of cultural and political issues pertaining to various populations and to various disabilities.
- Collect data on employment outcomes.
- Maintain credentialing by participating in Cornell University trainings to include topics such as Medicare, work incentives, code of ethics, entitlement, rehabilitation, and housing. Participate in these trainings on time, as required and virtually on-line.

DELIVERABLES, REPORTING AND TIMELINE

RCMH shall:

1. Hire an individual, within a month of the approval of the contract, to provide CWIC services and that individual shall report the following data on a monthly and quarterly basis:
    a. The number of group benefits orientation presentations provided to individuals and families/guardians;
    b. The number of individual benefits orientation presentations provided
    c. The number of BS&A reports completed for individuals;
    d. The number of individuals referred to VR during CWIC services;
    e. The number of individuals who were referred to create a STABLE account;
    f. The number of individuals referred for job development, placement, and support during/after CWIC services.
        i. Part-time employment services
        ii. Full-time employment services
    g. The number of individuals changing employment status (no work to part-time work, part-time work to full-time work).
2. Ensure there are written releases/authorization, per individual, to communicate with VR staff with individuals referred for CWIC services.
3. Identify a "point person" in each VR office who will serve as the contact person for the RCMH/VR collaboration.
4. Set up monthly meetings (regional level) and a quarterly meeting (state level) staff to share data and results of the partnership.

VR State Level Staff shall:

A. Work in collaboration with RCMH to gather data, reports and to share program outcomes.
B. VRNH's internal CWIC will connect with VCU and other national technical assistance resources via email or phone to assist in successful management of this partnership.
C. Explore opportunities with the Social Security Administration to implement the "partnership plus" model for sharing program income from the Ticket to Work program to partially fund the positions once VR funding has completed.

VR Local Level Staff shall:

A. Work in collaboration RCMH to gather data, reports and to share program outcomes.
B. Assign a point of contact to manage the partnership and receive referrals for VR services, when appropriate.

Contractor Initials [illegible]
Date 8.15.23

EXHIBIT C

METHOD OF PAYMENT

Estimated Budget	**FY24**
Vocational Specialist Salary	$55,575
Benefits/Taxes	$14,438
Supervisor Salary	$2,080
Cornell trainings to maintain credentials. (on-line)	$200
Office supplies	$180
Travel	$443
Indirect	$7,084
Total	**$80,000**

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed $80,000.

Funding Source: Funds to support this request are available in the account titled VR-Field Programs-Federal in FY24 as follows:

06-56-56-565010-25380000-102-500731	FY24
Contracts for Program Services	$80,000

Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and is supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Invoices and receipts shall be submitted electronically to:

Bill Gaffney
William.G.Gaffney@doe.nh.gov
Cc: Susan.S.Roma@doe.nh.gov
Vocational Rehabilitation
NH Department of Education
21 S. Fruit Street, Suite 20
Concord, NH 03301

Contractor Initials CKR
Date 8.15.23

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses..

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials UA
Date 8.15.23

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials LKn
Date 8.15.23

Exhibit F

Anti-Lobbying

The Contractor 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, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sfllin.pdf).

c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials UKM
Date 8-15-23

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality
All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property
The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials LKW
Date 8.15.23

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **62509**

Certificate Number: **0006194228**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on May 25, 2023, at which a quorum of the Directors/shareholders were present and voting.

   VOTE: That the President & CEO and/or Treasurer hereby is authorized on behalf of this Corporation to enter into contract(s) with the State, Federal Government, Managed Care Organizations or any additional contract necessary for the continued operations of the Corporation and to execute any and all documents, agreements and other instruments, and any amendment, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed below currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Dated: 8/15/2023

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

Client#: 1364844 RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2023

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

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

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME: Linda Jaeger, CIC
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: linda.jaeger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Riverbend Community Mental Health Inc.
P.O. Box 2032
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY				10/01/2022	10/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY				10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR				10/01/2022	10/01/2023	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				01/01/2023	01/01/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability				10/01/2022	10/01/2023	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

CERTIFICATE HOLDER

NHED
25 Hall 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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RIVERBEND
COMMUNITY MENTAL HEALTH, INC.

Mission

We care for the behavioral health of our community.

Vision

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

Values

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

Revised 8-23-07

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2022

Riverbend Community Mental Health, Inc.
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June 30, 2022

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Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Riverbend Community Mental Health, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Riverbend Community Mental Health, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Riverbend Community Mental Health, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2023, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 18,387,254	$ 14,523,074
Client service fees receivable, net	607,311	944,068
Other receivables	1,828,852	1,662,191
Investments	8,297,863	9,290,242
Prepaid expenses	377,808	174,204
Tenant security deposits	27,271	27,257
TOTAL CURRENT ASSETS	29,526,359	26,621,036
PROPERTY & EQUIPMENT, NET	11,654,912	11,136,269
OTHER ASSETS		
Investment in Behavioral Information Systems	-	109,099
TOTAL ASSETS	$ 41,181,271	$ 37,866,404

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 536,862	$ 110,023
Accrued expenses	1,494,556	1,049,309
Tenant security deposits	32,518	26,140
Accrued compensated absences	852,920	990,852
Current portion of long-term debt	1,372,442	253,357
Deferred revenue	816,586	7,512
TOTAL CURRENT LIABILITIES	5,105,884	2,437,193
LONG-TERM LIABILITIES		
Long-term debt, less current portion	5,635,000	7,005,549
Unamortized debt issuance costs	(171,183)	(197,077)
Long-term debt, net of unamortized debt issuance costs	5,463,817	6,808,472
Interest rate swap liability	(76,335)	283,844
TOTAL LONG-TERM LIABILITIES	5,387,482	7,092,316
NET ASSETS		
Net Assets without donor restrictions	27,840,003	25,181,789
Net Assets with donor restrictions	2,847,902	3,155,106
TOTAL NET ASSETS	30,687,905	28,336,895
TOTAL LIABILITIES AND NET ASSETS	$ 41,181,271	$ 37,866,404

See Accompanying Notes to Financial Statements.

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

	2022			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2021
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	$ 1,570,285	$ -	$ 1,570,285	$ 814,256
State of New Hampshire -- BBH	3,266,762	-	3,266,762	3,233,066
In-kind donations	165,584	-	165,584	170,784
Contributions	203,367	3,150	206,517	119,565
Other	1,515,124	-	1,515,124	1,332,616
Total Public Support	6,721,122	3,150	6,724,272	5,670,287
Revenues -				
Client service fees, net of provision for bad debts	27,192,609	-	27,192,609	28,766,679
Other	3,158,204	-	3,158,204	4,049,036
Net assets released from restrictions	164	(164)	-	-
Total Revenues	30,350,977	(164)	30,350,813	32,815,715
TOTAL PUBLIC SUPPORT AND REVENUES	37,072,099	2,986	37,075,085	38,486,002
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,882,917	-	5,882,917	5,416,903
Emergency services	1,127,714	-	1,127,714	1,338,609
Behavioral Crisis Treatment Ctr	727,261	-	727,261	1,448,814
ACT Team	1,724,146	-	1,724,146	1,535,887
Outpatient - Concord	5,865,371	-	5,865,371	5,219,249
Outpatient - Franklin	2,797,721	-	2,797,721	2,779,628
Multi-Service Team - Community Support Program	7,860,088	-	7,860,088	7,020,285
Mobile Crisis Team	2,291,985	-	2,291,985	1,798,522
Community Residence - Twitchell	1,141,200	-	1,141,200	1,122,608
Community Residence - Fellowship	884,593	-	884,593	549,409
Restorative Partial Hospital	-	-	-	1,866
Supportive Living - Community	1,373,256	-	1,373,256	1,510,700
Bridge Housing	199,834	-	199,834	105,971
Other Non-BBH	2,141,212	-	2,141,212	3,375,387
Administrative	87,769	-	87,769	908,076
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	34,105,067	-	34,105,067	34,131,914
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	2,967,032	2,986	2,970,018	4,354,088
OTHER INCOME (LOSS)				
PPP Loan Forgiveness	-	-	-	5,017,927
Investment Income (loss)	(667,111)	(310,190)	(977,301)	1,626,882
Change in fair value of interest rate swap	358,293	-	358,293	202,828
TOTAL OTHER INCOME (LOSS)	(308,818)	(310,190)	(619,008)	6,847,637
TOTAL INCREASE (DECREASE) IN NET ASSETS	2,658,214	(307,204)	2,351,010	11,201,725
NET ASSETS, BEGINNING OF YEAR	25,181,789	3,155,106	28,336,895	17,135,170
NET ASSETS, END OF YEAR	$ 27,840,003	$ 2,847,902	$ 30,687,905	$ 28,336,895

See Accompanying Notes to Financial Statements.

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

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 2,351,010	$ 11,201,725
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,076,666	1,196,915
Unrealized (gain) loss on investments	1,237,505	(958,071)
Gain on sale of BIS	(28,077)	-
PPP loan forgiveness	-	(5,017,927)
Change in fair value of interest rate swap	(358,293)	(202,828)
Changes in:		
Client service fee receivables	336,757	396,241
Other receivables	(166,661)	379,052
Prepaid expenses	(203,604)	(15,422)
Tenant security deposits	6,364	(1,117)
Accounts payable and accrued expenses	734,154	2,719
Deferred revenue	809,074	(3,424)
NET CASH PROVIDED BY OPERATING ACTIVITIES	5,794,895	6,977,863
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,569,415)	(376,799)
Proceeds from sale of investment in BIS	137,176	-
Investment activity, net	(245,126)	(655,317)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(1,677,365)	(1,032,116)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(253,350)	(244,518)
NET INCREASE IN CASH	3,864,180	5,701,229
CASH AT BEGINNING OF YEAR	14,523,074	8,821,845
CASH AT END OF YEAR	$ 18,387,254	$ 14,523,074
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	$ 242,098	$ 244,599

See Accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend, 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, 2019, 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. PALF terminated all management services from Riverbend on August 5, 2022.

Basis of Presentation

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of Riverbend and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of Riverbend. Riverbend's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

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

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

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

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of $882,275 and $1,141,701 as of June 30, 2022 and 2021, respectively. The allowance for doubtful accounts represents 59% and 55% of total client service accounts receivable as of June 30, 2022 and 2021, respectively.

Client Service Revenue

Riverbend recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. Riverbend recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. Riverbend has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. Riverbend receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2022 totaled $27,192,609, of which $26,309,819 was revenue from third-party payors and $885,790 was revenue from self-pay clients.

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

New Hampshire Medicaid

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

New Hampshire Healthy Families

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

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

Approximately 85% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2022 and 2021, respectively. 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 uses an interest-rate swap to mitigate interest-rate risk on our bonds payable (Note 8). The related liability or asset is reported at fair value in the statements of financial position, and unrealized gains or losses are included in the statements operations.

Advertising
Advertising costs are expensed as incurred. Total costs were $147,475 and $150,252 at June 30, 2022 and 2021, respectively.

NOTE 2 CASH

At June 30, 2022 and 2021, the carrying amount of cash deposits was $18,414,525 and $14,550,331 and the bank balance was $18,484,523 and $14,725,805. Of the bank balance, $5,623,931 and $5,860,928 was covered by federal deposit insurance under written agreement between the bank and Riverbend, $7,007,442 and $7,258,906 was offset by debt, and the remaining $5,853,150 and $1,605,971 is uninsured. Subsequent to year end, Riverbend purchased $6,000,000 in treasuries to help reduce the exposure of uninsured cash at June 30, 2022.

NOTE 3 ACCOUNTS RECEIVABLE

	2022	2021
CLIENT SERVICE RECEIVABLES		
Due from clients	$ 422,447	$ 480,709
Receivable from insurance companies	409,903	554,793
Medicaid receivable	511,061	868,095
Medicare receivable	154,045	182,149
Housing fees	(7,870)	23
	1,489,586	2,085,769
Allowance for doubtful accounts	(882,275)	(1,141,701)
	$ 607,311	$ 944,068
OTHER RECEIVABLES		
BBH	$ 423,452	$ 874,290
Federal Grants	655,290	451,811
Behavioral Information System - BIS	-	59,023
Merrimack County Drug Court	216,397	76,767
MCO Directed Payments	443,238	137,199
Due from Penacook Assisted Living Facility	-	12,866
Other	90,475	50,235
	$ 1,828,852	$ 1,662,191

NOTE 4 INVESTMENTS

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

2022	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 218,163	$ -	$ 218,163
Corporate Bonds	1,797,021	(180,003)	1,617,018
Exchange Traded Funds	2,697,443	291,102	2,988,545
Equities	85,664	(16,218)	69,446
Mutual Funds	3,542,649	(137,958)	3,404,691
	$8,340,940	$ (43,077)	$8,297,863

NOTE 4 INVESTMENTS (continued)

2021	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 179,254	$ -	$ 179,254
Corporate Bonds	2,039,624	(25,757)	2,013,867
Exchange Traded Funds	2,724,996	858,110	3,583,106
Equities	79,159	(5,099)	74,060
Mutual Funds	3,017,771	422,184	3,439,955
	$8,040,804	$1,249,438	$9,290,242

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

	2022	2021
Interest and dividends	$ 202,906	$ 191,809
Realized gains (losses)	115,919	528,978
Unrealized gains (losses)	(1,237,505)	958,071
Fee expenses	(58,621)	(51,976)
TOTAL	$ (977,301)	$1,626,882

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. 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 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.

Riverbend sold its 50% investment in BIS on December 31, 2021, for $137,176 for a gain of $28,077, which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

NOTE 7 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	2022	2021
Land	$ 1,275,884	$ 1,275,884
Buildings	17,789,504	17,707,974
Leasehold Improvements	541,181	532,136
Furniture and Fixtures	4,479,040	4,204,035
Equipment	2,268,463	1,998,972
Software licenses	211,893	171,799
CIP	894,251	-
	27,460,216	25,890,800
Accumulated Depreciation	(15,805,304)	(14,754,531)
NET BOOK VALUE	$ 11,654,912	$11,136,269

NOTE 8 LONG-TERM DEBT

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

	2022	2021
Mortgage payable, $1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 1.67%, annual principal and interest payments of $5,630 with a final balloon payment of $946,441 due June, 2029.	$ 1,132,442	$ 1,153,906

NOTE 8 LONG-TERM DEBT (continued)

	2022	2021
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.	2,725,000	2,885,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 1.11% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from $55,000 in July 2017 to $475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,150,000	3,220,000
	7,007,442	7,258,906
Less: Current Portion	(1,372,442)	(253,357)
Long-term Debt	5,635,000	7,005,549
Less: Unamortized debt issuance costs	(171,183)	(197,077)
	$ 5,463,817	$ 6,808,472

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

Year Ending June 30,	Amount
2023	$ 1,372,442
2024	250,000
2025	260,000
2026	270,000
2027	285,000
Thereafter	4,570,000
	$ 7,007,442

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

NOTE 9 LINE OF CREDIT

As of June 30, 2022, 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 equal to 1.5% above the Wall Street Journal Prime Rate with a minimum interest rate of 4%. This line of credit is secured by all accounts receivable of the company and is due on demand. The line of credit matures May 31, 2023.

NOTE 10 DEFERRED INCOME

	2022	2021
Concord Hospital/Dartmouth Hitchcock	$ 7,512	$ 7,512
Illness Mgmt Recovery Award	12,800	-
ARPA Grant	796,274	-
TOTAL DEFERRED INCOME	$ 816,586	$ 7,512

NOTE 11 RELATED PARTY

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

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

	2022	2021
Ongoing management and administrative services, recorded in other accounts receivable	$ -0-	$ 12,866

Riverbend collected $51,199 and $105,251 for property management services, and $37,064 and $59,628 for contracted housekeeping services during the years ended June 30, 2022 and 2021, respectively. As disclosed previously in Note 1, PALF terminated all management services from Riverbend on August 5, 2022.

NOTE 12 OPERATING LEASES

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

Year Ending June 30,	Amount
2023	$ 74,765
2024	35,605
2025	32,459
2026	32,925
	$ 175,754

NOTE 12 OPERATING LEASES (continued)

Total rent expense for the years ended June 30, 2022 and 2021 was $109,799 and $128,258, 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, 2022 and 2021, such contributions were $382,464 and $399,460, respectively.

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2022 for general expenditures are as follows:

Cash and Cash Equivalents	$ 18,387,254
Accounts Receivable (net)	2,436,163
Investments	8,297,863
Financial assets, at year end	29,121,280
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(2,847,902)
Financial assets available within one year for general expenditures	$ 26,273,378

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Riverbend's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2022:

	2022		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,553,554	2,553,554
Development Fund	149,513	-	149,513
	$ 294,348	$ 2,553,554	$ 2,847,902

	2021		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,863,868	2,863,868
Development Fund	146,403	-	146,403
	$ 291,238	$ 2,863,868	$ 3,155,106

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – *(Charles Schwab)*

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc..

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

The Development Fund – *(Charles Schwab)*

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Below is the breakdown of the restricted activity above for the year ending June 30, 2022:

	2022	2021
Investment Income	$ 123	$ 216,777
Unrealized gain (loss) on Investments	(310,313)	334,235
Investment Fees	-	(19,114)
Total Annuity Activity	(310,190)	531,898
New Grants	3,150	12,050
Net assets released from restrictions	(164)	(8,320)
Beginning Assets with Donor Restrictions	3,155,106	2,619,478
Ending Assets with Donor Restrictions	$ 2,847,902	$ 3,155,106

NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Riverbend's customers and revenue, absenteeism in the Riverbend's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Riverbend, including receivables and property and equipment.

Due to these economic uncertainties Riverbend applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

NOTE 17 PAYCHECK PROTECTION PROGRAM LOAN

On April 12, 2020, Riverbend was granted a loan in the amount of $5,017,927 under the Paycheck Protection Program ("PPP") administered by the Small Business Administration ("SBA"). The loan was uncollateralized and was fully guaranteed by the Federal Government. Riverbend used the PPP loan proceeds for purposes consistent with the loan provisions and received forgiveness to grant status on August 18, 2021. For the year ended June 30, 2021, Riverbend recognized $5,017,927 as PPP Loan forgiveness in other income.

NOTE 18 SUBSEQUENT EVENTS

On July 26, 2022, Riverbend paid the Pleasant street property mortgage payable in the amount of $1,132,442. During the year ended June 30, 2022, this amount is included in the current portion of long term debt.

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through January 5, 2023, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2022, 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, 2022, with
Comparative Totals for 2021

	2022 - Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
PROGRAM SERVICE FEES																
Net Client Fees	$ 885,790	$ -	$ 885,790	$ 116,496	$ 37,156	$ 23,605	$ 253,707	$ 39,234	$ 290,790	$ 42,537	$ 2,779	$ (383)	$ 16,216	$ 354	$ 63,299	$ 399,311
HMO's	443,166	-	443,166	101,174	12,676	1,165	171,638	7,375	130,226	16,969	-	-	(11)	-	1,954	939,808
Blue Cross/Blue Shield	942,581	-	942,581	280,784	19,789	4,016	375,978	22,413	208,052	23,874	-	-	128	-	7,547	538,335
Medicaid	23,146,219	46,816	23,099,403	4,547,610	165,437	29,210	1,299,559	1,077,915	12,440,653	284,470	1,221,222	989,126	384,049	9,943	650,209	24,736,117
Medicare	750,229	-	750,229	425	2,140	(2,748)	218,208	24,716	504,617	1,748	-	-	32	-	1,091	706,987
Other Insurance	620,102	-	620,102	100,276	6,961	2,401	284,637	16,593	201,866	1,924	-	-	27	-	5,417	1,043,059
Other Program Fees	404,522	-	404,522	2,800	-	-	15,352	-	466	-	137,974	-	230,220	-	17,710	403,062
PROGRAM SALES																
Service	3,158,204	-	3,158,204	-	1,224,683	-	1,503,175	-	12,994	-	-	-	-	-	417,352	4,049,036
PUBLIC SUPPORT																
United Way	4,123	-	4,123	1,767	559	-	-	-	-	-	-	-	-	-	1,797	6,905
Local/County Gov't.	226,540	-	226,540	-	-	-	-	-	-	-	-	-	226,540	-	-	-
Donations/Contributions	206,517	3,469	203,048	19,500	-	-	25,550	-	9,795	-	750	-	-	-	147,453	119,565
Other Public Support	1,176,897	-	1,176,897	144,693	6,873	-	455,850	-	30,022	-	91,574	-	438,783	-	9,102	691,478
FEDERAL FUNDING																
Other Federal Grants	1,533,667	-	1,533,667	146,497	28,403	17,569	146,408	42,681	262,821	57,409	28,486	-	36,085	4,979	762,329	632,742
PATH	36,618	-	36,618	-	-	-	-	-	-	-	-	-	36,618	-	-	181,514
IN-KIND DONATIONS	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
OTHER REVENUES	107,564	26,234	81,330	429	20	97	815	60	-	-	-	15	140	30	79,724	634,233
BBH	3,266,762	11,250	3,255,512	65,845	-	630,324	-	349,814	6,307	1,639,255	-	-	-	186,015	177,952	3,233,066
TOTAL PROGRAM REVENUES	$ 37,075,085	$ 87,769	$ 36,987,316	$ 5,528,296	$ 1,504,697	$ 705,639	$ 4,750,877	$ 1,580,801	$ 14,098,609	$ 2,268,186	$ 1,648,369	$ 988,758	$ 1,368,827	$ 201,321	$ 2,342,936	$ 38,486,002

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
PERSONNEL COSTS																
Salary &Wages	$ 21,261,402	$ 2,034,590	$ 19,226,812	$ 3,407,550	$ 678,744	$ 372,699	$ 3,560,074	$ 1,008,455	$ 6,290,725	$ 1,479,997	$ 523,563	$ -	$ 690,960	$ 113,640	$ 1,100,405	$ 22,287,895
Employee Benefits	4,479,324	878,377	3,600,947	877,898	87,194	132,179	510,048	242,837	1,308,512	160,482	100,242	-	142,008	32,935	206,616	4,402,035
Payroll Taxes	1,649,078	163,615	1,485,463	265,355	49,240	29,475	251,025	81,388	493,335	121,073	44,115	-	55,685	8,734	86,040	1,488,152
PROFESSIONAL FEES																
Substitute Staff	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	336,667
Accounting	46,330	46,330	-	-	-	-	-	-	-	-	-	-	-	-	-	45,600
Legal Fees	45,342	45,342	-	-	-	-	-	-	-	-	-	-	-	-	-	35,147
Other Prof. Fees/Consul.	1,830,243	712,344	1,117,899	63,083	1,574	919	89,094	1,366	76,002	1,715	971	872,149	1,493	695	8,838	1,232,201
STAFF DEV. & TRAINING																
Journals & Pub.	7,096	2,411	4,685	1,253	26	64	2,713	71	89	43	286	-	3	-	137	8,899
Conferences and Conv.	84,843	19,562	65,281	10,952	228	1,948	24,290	787	16,475	3,459	1,908	-	452	1,075	3,707	51,265
OCCUPANCY COSTS																
Rent	137,876	96,307	41,569	20,961	-	-	19,424	884	-	-	-	-	-	-	300	158,335
Heating Costs	83,905	8,770	75,135	9,280	1,842	1,081	12,809	1,331	13,839	2,488	6,629	-	20,756	123	4,957	75,937
Other Utilities	225,877	34,202	191,675	25,209	5,261	4,793	35,924	6,537	42,016	6,818	16,159	-	34,588	745	13,625	222,120
Maintenance and Repairs	313,575	39,808	273,767	25,379	16,045	15,892	34,617	6,530	50,884	20,543	27,358	-	56,938	1,252	18,329	211,264
Taxes	21,219	-	21,219	-	-	-	-	-	-	-	-	-	21,219	-	-	14,531
Other Occupancy Costs	423,904	221,955	201,949	37,320	5,727	4,595	31,052	11,264	84,599	18,231	6,041	-	10,175	1,153	11,792	24,099
CONSUMABLE SUPPLIES																
Office	64,523	15,626	48,897	5,240	391	465	7,381	1,815	17,636	11,429	1,775	-	1,452	478	835	363,166
Building/Household	121	-	121	-	-	-	-	121	-	-	-	-	-	-	-	105,329
Educational/Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,884
Food	45,151	8,387	36,764	3,202	290	691	3,410	439	3,464	4,811	16,708	-	2,913	29	607	34,019
Medical	320,517	9,195	311,322	20,699	126	155	36,483	800	4,971	936	927	-	846	38	245,341	117,141
ADVERTISING	147,475	123,796	23,679	3,229	433	676	2,412	1,108	9,879	1,419	554	-	1,035	103	2,831	150,252
PRINTING	16,427	9,721	6,706	1,718	-	380	1,161	66	2,652	340	222	-	14	5	148	16,077
TELEPHONE/ COMMUNICATIONS	372,858	96,650	276,208	43,174	37,821	6,099	50,026	9,185	65,196	17,939	15,861	-	15,362	946	14,599	368,969
POSTAGE/SHIPPING	27,191	2,615	24,576	4,077	628	404	3,035	1,235	9,955	1,965	683	-	1,042	134	1,418	30,419
TRANSPORTATION																
Staff	328,703	49,549	279,154	56,890	20	112	3,567	24,818	176,108	3,101	4,418	-	4,011	795	5,314	249,351
Clients	6,291	614	5,677	857	144	142	52	-	40	1,163	284	-	-	-	2,995	17,298
INSURANCE																
Malpractice and Bonding	180,027	18,626	161,401	-	21,232	10,529	26,813	8,122	40,646	27,632	3,927	-	7,158	1,708	13,634	185,684
Vehicles	19,150	9,002	10,148	2,192	-	-	-	-	137	-	4,287	-	3,532	-	-	15,380
Comp. Property & Liab.	66,704	19,149	47,555	27,313	569	671	5,228	925	5,683	639	184	-	4,764	104	1,475	27,191
INTEREST EXPENSE	242,098	114,241	127,857	52,199	17,796	1,136	40,931	2,181	-	5,556	-	-	-	-	8,058	244,599
IN-KIND EXPENSE	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
DEPRECIATION AND AMORTIZATION	1,076,866	447,918	628,748	154,454	16,448	19,294	136,739	21,738	128,879	26,060	10,760	-	69,309	2,417	42,854	1,196,915
EQUIPMENT MAINTENANCE	39,327	6,933	32,394	11,118	1,113	134	4,845	1,232	6,842	1,732	2,097	-	1,500	194	1,587	40,064
MEMBERSHIP DUES	56,724	56,424	300	300	-	-	-	-	-	-	-	-	-	-	-	54,864
OTHER EXPENDITURES	319,516	17,172	302,344	22,975	6,606	9,406	43,742	18,243	162,706	8,344	5,005	596	9,046	956	14,715	139,381
TOTAL EXPENSES	34,105,067	5,309,231	28,795,836	4,953,875	949,496	613,939	4,936,893	1,453,474	8,991,072	1,927,915	960,548	872,745	1,156,263	168,259	1,811,357	34,131,914
ADMIN ALLOCATION	-	(5,221,462)	5,221,462	929,042	178,218	113,322	928,478	270,672	1,666,737	364,070	180,652	11,848	216,993	31,575	329,855	-
TOTAL PROGRAM EXPENSES	34,105,067	87,769	34,017,298	5,882,917	1,127,714	727,261	5,865,371	1,724,146	10,657,809	2,291,985	1,141,200	884,593	1,373,256	199,834	2,141,212	34,131,914
SURPLUS/(DEFICIT)	$ 2,970,018	$ -	$ 2,970,018	$ (354,621)	$ 376,983	$ (21,622)	$ (1,114,494)	$ (143,345)	$ 3,440,800	$ (23,799)	$ 507,169	$ 104,165	$ (4,429)	$ 1,487	$ 201,724	$ 4,354,088

Riverbend Community Mental Health, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2022	$ 858,579	$ 3,266,762	$ (3,701,889)	$ 423,452

Analysis of Receipts:

BBH & Federal Fund Payments

07/23/21	$ 112,907	01/26/22	$ 197,042
07/26/21	24,932	01/27/22	33,042
08/23/21	25,155	01/31/22	346,088
08/30/21	401,951	02/01/22	105,000
08/31/21	196,022	02/28/22	3,501
10/01/21	88,101	03/03/22	139,886
10/13/21	29,217	03/25/22	46,906
10/26/21	95,904	03/28/22	35,810
10/28/21	17,677	03/31/22	15,256
10/29/21	9,676	04/04/22	29,094
10/31/21	6,151	04/07/22	130,601
11/01/21	122,260	04/18/22	29,006
12/01/21	188,514	04/22/22	26,467
12/03/21	10,173	04/25/22	452,591
12/07/21	29,458	04/30/22	3,215
12/09/21	403,312	05/10/22	9,785
12/29/21	35,420	05/11/22	7,468
01/06/22	56,596	05/31/22	828
01/12/22	1,350	06/30/22	406,456
		Less: Federal Monies	(170,929)
			$ 3,701,889

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2022

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
Client fees	$ 480,709	$ 1,841,970	$ (956,180)	$ (944,052)	$ 422,447
Blue Cross/Blue Shield	90,194	1,453,535	(510,954)	(888,863)	143,912
Medicaid	868,095	50,368,646	(27,222,427)	(23,503,253)	511,061
Medicare	182,149	1,042,664	(292,435)	(778,333)	154,045
Other insurance	464,599	2,053,153	(989,885)	(1,261,876)	265,991
Housing fees	23	419,977	(15,455)	(412,415)	(7,870)
Allowance for Doubtful accounts	(1,141,701)	-	259,426	-	(882,275)
TOTALS	$ 944,068	$ 57,179,945	$ (29,727,910)	$ (27,788,792)	$ 607,311

SINGLE AUDIT REPORTS

Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022

Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	Federal Assistance Listing Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Passed through the State of New Hampshire, Department of Health and Human Services:				
NH State Opioid Response		SS-2019-BDAS-05-ACCES-03-A03	93.788	$ 710,315
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	36,618
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.665	177,952
System of Care 2.0		SS-2018-DBH-01-MENTA-04	93.104	57,445
Provider Relief Fund	COVID-19		93.498	164,840
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 1,147,170

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

NOTE C PROVIDER RELIEF FUNDS

In total, through the year ended June 30, 2022, Riverbend Community Mental Health, Inc. received $1,263,352 in provider relief funds. Riverbend Community Mental Health, Inc. followed the U.S. Department of Health and Human Services reporting requirements based on the period of availablility for each payment received. Riverbend Community Mental Health, Inc. received $550,000 in provider relief funds in Period 1 which was subject to the Uniform Guidance at June 30, 2021. Riverbend Community Mental Health, Inc. received $164,840 in provider relief funds in Period 3 which was recognized as revenue and subject to the Uniform Guidance as of June 30, 2022 as shown on the schedule above. Additionally Riverbend Community Mental Health, Inc. received $548,512 in provider relief funds in Period 4 which was recognized as revenue for the year ended June 30, 2022, but not subject to the Uniform Guidance until June 30, 2023.

KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2023.

Report on Internal Control over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2022. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Riverbend Community Mental Health, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Riverbend Community Mental Health, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Riverbend Community Mental Health, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of Riverbend Community Mental Health, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2022

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.

2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).

7. The programs tested as a major program were:

   93.788 - The Doorways - Hub & Spoke Concord

8. The threshold used for distinguishing between Types A and B programs was $750,000.

9. Riverbend Community Mental Health, Inc. was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

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

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

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

Riverbend Community Mental Health, Inc.
Board of Directors
2022-2023

James Doremus, **Chair**
Frank Boucher, **Vice Chair**
Andrea Beaudoin, **Assistant Secretary**
Lisa Madden, **President/CEO**, *Ex Officio*
Crystal Welch, **Treasurer**
John Barthelmes, **Immidate Past Chair**
Mark Broth
John Chisholm
Leslie Combs
Christopher Eddy
Benjamin Hodges
Nicholas Larochelle
Robin Nafshi
Bradley Osgood
James Snodgrass
Carol Sobelson
Johane Telgener
Kara Wyman
Robert Steigmeyer, *Ex Officio*

CRYSTAL A. WELCH

CAREER PROFILE

Experienced Chief Financial Officer/ Director of Finance & HR Administration, serving non-profit missions for over twenty years. Possesses solid leadership, communication and interpersonal skills to establish rapport with all levels of staff and management as well as outside resources and community partners. Strong qualifications in developing and implementing financial controls and processes to improve efficiency, productivity and cost control.

CORE QUALIFICATIONS

Accounting & Financial Management
Board Committee Documentation & Planning
Human Resources & Payroll
Grant Management
Audit
Projection Modeling
Budgeting
Financial Analysis & Reporting
Risk Management
Capital Campaigns
Investments
Business Planning & Analysis
Building Construction & Renovations
Financing and Insurance

KEY INVOLVEMENTS

- Prepare, by way of import and export functionality to/from systems, distribute and present; all financial, cash management and investment reports on a monthly and annual basis
- Prepare and distribute departmental financials
- Prepare and administer the annual operational, capital, grant and project budget(s) ensuring compliance with all federal, state, local and contractual guidelines are adhered to if appropriate
- Develop ancillary rates and negotiate rates/grants with state and local agencies
- Maintain and recommend to the CEO, Board and Board Committees on policy and procedures, quality/compliance and risk management issues
- Develop contracts with banks, vendors, and external providers of contracted services
- Serve as a member of the Executive Management Team and Management Team
- Develop and maintain a Capital Improvement Plan in conjunction with Facilities Manager
- Banking administration to include relationship maintenance and cash management
- Keep accurate books of account while maintaining internal controls and proper accounting cycle
- Ensure that all invoices and purchase orders have adequate controls installed and that substantiating documentation is approved and available such that all purchases may pass independent and governmental audits prior to disbursement
- Ensure the monthly reconciliation of Balance Sheet accounts as well as reconciliation to other departmental systems occur and reconcile
- Direct annual audit
- Provide leadership, supervision and oversight to finance and human resources staff
- Serve as liaison to the Finance, Retirement, Compliance, Investment and Endowment oversight committees
- Prepare, distribute and present all appropriate information to Board Committees on an ongoing basis including preparation of resolutions that may be necessary
- Attend Board of Trustees and Directors meetings and provide written and verbal financial reports to include monthly income and expense, cash flow, balance sheets, capital, endowment, fiscal and multi-year projections and any other reports needed to assess the financial position of the organization.

SPECIAL ACCOMPLISHMENTS

- Implementation of various software – most notable the implementation of F9, an Excel reporting product that allows direct linking to the general ledger. It immediately pulls data, in real time, to financial and data reports. Setup this system and financial reporting package as well as built the linkage back to the general ledger system
- Successfully create RFP for a new Investment firm, HRIS/payroll system as well as a new Business Insurance broker assuring follow-through on objectives and implementation, ensuring an outcome of cost effective quality support
- Successfully implement analysis and reconciliation processes related to retirement and payroll to ensure timely and accurate reporting as well as adherence to ERISA guidelines
- Creation of current fiscal year projections as well as multi-year projections and scenarios.
- Create and implement a Cash Flow Forecasting model, to assist in strategic and financial decision making of the CEO, Finance Committee and the Boards
- Successful owner and manager of several rental properties over the course of 10+ years – this includes;
  - multiple finance projects
  - orchestrate many large scale renovation projects
  - management of tenants
  - insurance negotiation – including claims management
- "Flipped" several homes utilizing private financing arrangements
- Implement improvements in processes, procedures and workflows that result in improved internal controls and efficiencies as well as a reduction in staffing needs
- Implement allocation method to further define and analyze business segments
- Multiple years of clean audits

WORK EXPERIENCE

Chief Financial Officer — 10/2021-Current
Riverbend Community Mental Health

Chief Financial Officer — 2017-10/2021
New Hampshire Public Radio - Concord, NH

Director of Finance — 2016 - 2017
Manchester Community Health Center - Manchester, NH

Director of Finance/CFO — 2009 –2016
Spaulding Youth Center - Northfield, NH

Accounting Manager/Controller — 2000 - 2008
Tree Care Industry Association - Manchester, NH

EDUCATION

B.S. Accounting/Finance (2005) — Southern New Hampshire University — Manchester, NH

MBA Business Administration — Southern New Hampshire University — Manchester, NH
*Temporarily on -hold

Chris Mumford

Experience

2017-present Riverbend Community Mental Health Center Concord, NH

Chief Operating Officer

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

2013-present Riverbend Community Mental Health Center Concord, NH

CSP Program Director

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

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

2009-2013 Riverbend Community Mental Health Center Concord, NH

Clinical Team Leader

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

2003-2009 Riverbend Community Mental Health Center Concord, NH

Adult Clinician I, II, & III

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

2002-2003 Riverbend Community Mental Health Center Concord, NH

Residential Psychiatric Rehabilitation Specialist

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

2002-2003 New Hampshire Hospital Concord, NH

Psychiatric Social Worker ***Internship***

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

2001-2002 Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician ***Internship***

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

Participation in DBT Skills group

Education

2001-2003 University of New Hampshire Durham, NH

Master of Social Work

- Magna Cum Laude

1994-1998 University of New Hampshire Durham, NH

Bachelor of Arts in Psychology

- Cum Laude

Licensure

Licensed Independent Clinical Social Worker

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

References

References are available on request.

LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present
President and Chief Executive Officer
Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health
Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020
Associate Vice President of Behavioral Health
Executive Director of Region 3 Integrated Delivery Network
Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
    - Emergency Department
    - Partial Hospital Program (PHP)
    - Intensive Outpatient Program for Substance Use Disorders (IOP)
    - 18 bed inpatient behavioral health unit (BHU)
    - Foundation Counseling and Wellness -outpatient clinical services
    - Foundation Collaborative Care - outpatient psychiatric evaluation and medication management
    - Center for Recovery Management - medication for addiction treatment (MAT)
    - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
    - New Hampshire Hospital Association Behavioral Health Peer Group

- New Hampshire Hospital Association Behavioral Health Learning Collaborative
- Mayor's Suicide Prevention Task Force

- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
  - SNHMC is the fiscal agent for the demonstration.
  - Work closely with 30 community partners to achieve the goals of the waiver.
  - Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH
Vice President and Chief Operating Officer, 6/05 - 6/15

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

Lisa K Madden, LICSW, LLC
Consultant, 6/04 - 6105

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

Interim Clinic Director, 8104 - 5105
Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7104 - 6105
The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)
The Family Counseling Center
Northeast Regional Clinic Director, Lawrence, .MA 12/99 - 9/03

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for **MSPCC.**

Clinic Director, Hyannis, MA 9/95-12/99
Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA
Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

NECMHC, Inc., Newburyport/Haverhill, MA
Clinical Social Worker - Intern, 5193-9/93

Worcester Children's Friend Society, Worcester, MA
Clinical Social Worker - Intern, 9/92-4/93

The Jernberg Corporation, Worcester, MA
EAP Case Management Supervisor, 4190-4/93
EAP Case Manager, 2/89-4/90

The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester, MA, 10/85-2/89
Clinical Counselor I & II

EDUCATION
University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE
Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION
Mental Health Management, New England College, Graduate School
Summer2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

References available upon request

Paul J. Brown, MD

Professional Experience

Riverbend Community Mental Health Center — **May 31, 2022 – Present**

Chief Medical Officer

Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301

MHM Correctional Services, Inc, Concord, NH — **November, 2008 – May, 2022**

Staff Pysychiatrist

NH Suicide Fatality Review Committee — **March, 2017 – Present**

Chairman, March 2017--Present

Geisel School of Medicine at Dartmouth — **July, 2014 - June, 2017**

Clinical Assistant Professor

Nominated for Psychiatry Clerkship Award for Outstanding Contribution to Geisel Student Learning, May 2015

Roger Williams Medical Center, Providence, RI — **January, 2006 – November, 2008**

Medical Director

Medical Director for the Dual Diagnosis Unit, Addiction Unit and Partial Hospitalization Program at the Roger Williams Medical Center, Providence, RI

Riverbend Community Mental Health Center — **July, 2004 – December, 2005**

Staff Pyschiatrist

Riverbend Community Mental Health Center, 40 Pleasant Street, Concord, NH 03301

Concord Psychiatric Associates — **July, 2004 – December, 2005**

Outpatient Psychiatric Practice

Outpatient Psychiatric Practice, Concord Psychiatric Practices, 248 Pleasant Street, Concord, NH 03301

Capital Region Family Health Center — **August, 2005 - December, 2005**

Clinical Faculty

Clinical Faculty, Capital Region Family Health Center, 250 Pleasant Street, Concord, NH 03301

Elliot Hospital — **July, 2002 – July, 2004**

Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **July, 2002 – July, 2004**

Head of Consultation Liaison Psychiatry

Head of Consultation Liaison Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **September, 1992 – July, 2004**

Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **October , 2002 – July, 2002**

Associate Medical Director, Psychiatric Intensive Care Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, Outpatient Practice, One Elliot Way, Manchester, NH

- Dean's List Award Recipient – Outstanding Employee Performance, 2002 at Elliot Hospital

February , 1994 – October, 2000

Staff Psychiatrist and Associate Medical Director

- Optima Health Staff Psychiatrist
- Elliot Hospital – In-Patient, Associate Medical Director - Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH
- Catholic Medical Center – Out-Patient Practice, 100 McGregor Street, Manchester, NH

Elliot Hospital **September, 1992 - February, 1994**

Interim Medical Director, Gero-Psychiatric Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **September, 1992 - February, 1994**

Chief – Sub-department of Psychiatry

Chief – Sub-department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **January, 1998 – July, 2001**

Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Catholic Medical Center **January, 1998 – December, 2000**

Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Catholic Medical Center, 100 McGregor Street, Manchester, NH

Community Mental Health Services **April, 1988 – September, 1992**

Medical Director

Medical Director, Community Mental Health Servicesw of Belmont, Harrison and Monroe Counties, St. Clairsville, Ohio

Pembroke Hospital, Pembroke, MA **May, 1985 – June, 1987**

Staff Psychiatrist

Associate Staff, Pembroke Hospital, Pembroke, MA

Licenses and Certification

Board Certified as a Diplomate in the specialty of Psychiatry, October, 1988
New Hampshire License #8792, September, 1992 - Present
Ohio License #35-05-5336 (Inactive)
Rhode Island License #12002 (Inactive)

Certified to provide Outpatient Opiate Detoxification and Maintenance using Suboxone and Subutex, July, 2006 - Present

Education – Post Graduate Training

Brown University, Providence, RI **July, 1984 – June, 1987**

Psychiatry Residency

Residency Policy Committee Representative, 1984 – 1987
In-Patient Clinical Chief Resident, 1986 – 1987
Scored 95th Percentile, Psychiatry Interim Training Examination
Admissions Committee Representative

Roger Williams General Hospital, Providence, RI **July, 1983 – June, 1984**

Psychiatry Residency

Roger Williams General Hospital, Providence, RI
Brown University Affiliate
Internal Medicine Internship

Education

University of Connecticut Medical School **July, 1979 – May, 1983**

Received MD, Family Medicine Preceptorship, Continuation of Membrane Receptor research

University of Pennsylvania, Philadelphia, PA **January, 1976 – May, 1979**

BA, Biochemistry with Distinction, Minors in Psychology and English, Magna Cum Laude, Phi Beta Kappa, Alpha Epsilon Delta, Benjamin Franklin Scholar, Honors Program throughout college, 3.8 GPA, Reseach in Membrane Receptor Chemistry for 3 years, Presentation of research at UPenn Hematology Conference

Riverbend Community Mental Health, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa K. Madden	President & CEO	$240,800	0%	$0.00
Christopher Mumford	COO	$149,480	0%	$0.00
Crystal Welch	CFO	$156,045	0%	$0.00
Dr. Paul Brown	CMO	$318,150	0%	$0.00