

County of Sullivan NH

Type of meeting: Board of Commissioners Regular Business Meeting
Minutes

Date/Time: Tuesday, May 17, 2011 3:00 PM

Place: Unity County Complex, Sullivan County Health Care Facility, 1st Floor Frank Smith Living Room, 5 Nursing Home Drive, Claremont NH 03743

Attendees: Commissioners Bennie Nelson - Chair, Jeffrey Barrette - Vice Chair and John Callum Jr. - Clerk, Greg Chanis - County Administrator, Ted Purdy - Sullivan County Health Care (SCHC) Administrator, John Cressy - Facilities & Operations Director, and Sharon Callum - Administrative Assistant/Minute Taker.

Public Attendees: Archie Mountain - Argus Champion Editor/Eagle Times Staff Reporter.

3:01 The Chair opened meeting, and led all in the Pledge of Allegiance.

Agenda Item No. 1. Sullivan County Health Care Administrator's Report

Agenda Item No. 1.a. Census

Mr. Purdy reviewed the following reports [Appendix A.1-7]:

- April 2011 Medicare, Private, Medicaid, HCBC, Managed Care and Medicare B Revenue report - positive variance for month of \$8,900+, had hospice respite patient; Med B off a little, but still came out with a positive variance; average census running below the 141 budget. Comm. Nelson commented that it is nice to see respite service utilized.
- Revenue Review thru 04/30/2011 - Medicaid census positive; Private "right on"; Insurance a bit under, Med B running a bit over budget; the big change is in the Med A line; \$38,605 positive variance in Operations.
- Quarterly Resident Census - they are still going through recovery from the dip in census throughout February and March, 137 average for April, which is lower than same period last year; YTD they are still a little above the total average census; anticipate 140 will be average for year; 10 Medicare, 24 Private - remains strong.
- Medicare Length of Stay Analysis - \$159,085 Medicare net revenue in April.
- April 2011 Admissions/Discharge Summary: 10 admissions and 5 discharges.
- YTD FY11 July 2010 to April 2011 Admissions/Discharge Summary: 94 admissions and 96 discharges.
- Month-end Aged Analysis - 100,000 more than last month due to Medicaid approvals which are slow in arriving; working on a couple private accounts.

Agenda Item No. 1.b. Staffing

There are no key staff vacancies. They have an evening nursing position open; and anticipate hiring a per diem. The percentage of full time regular staff has increased as it brings consistency, and in the FY12 budget, because of this, they will decrease per diem staff. They just hired another full time position, and are shifting people around.

Agenda Item No. 2. Department of Corrections

Agenda Item No. 2.a. Population / Census Report

Captain Douglass Roberts reviewed the May 17, 2011 Daily Report from Sergeant Gokey [Appendix B]. Capt. Roberts confirmed, of those inmates in the work release program, three males have employment, and the one female does not. Roberts confirmed, the reason the In House population is 76 vs. 57 same time last year, is due to the programs – the inmate is being adjudicated more quickly into the program and stays in the program for a longer period.

3:16 Seth Wilner entered the room.

In response to Comm. Nelson asking for #'s of pre-trial waiting for a trial date, and how they could calculate the cost, Capt. Roberts noted they could take the date as to when the judge was sitting, then subtract the time from there.

Agenda Item No. 2.b. Staffing

They have interviewed two good candidates to fill one full time and per diem position, and making their decision soon.

Agenda Item No. 3. County Administrator's Report

Agenda Item No. 3.a. FY '12 County Budget Update

Mr. Chanis noted the FY 12 Proposed County Budget Hearing was held last evening; there were no questions regarding the budget, the vast majority of time was filled with comments from supporters of grant applicants.

Mr. Chanis noted the EFC will finish their review of the FY '12 Budget recommendations Monday, and establish what to do from there. The County Convention has been scheduled for June 27th Monday – place and time to be determined:

Agenda Item No. 3.b. Sugar Bush Operation RFP's: Review Proposals Received

Mr. Chanis noted one RFP was received in response to the Sullivan County Sugar Bush Operation Request For Proposal [Appendix C.1-2] issued on April 8th, deadline May 6th. The proposal was from

- William Leavitt, 546 North Road Sunapee NH 03782. The proposal was distributed [Appendix D.1-2] and reflects details of cost based on volume of syrup, taps, and lot utilization cost.

The County Forester will check on references. Mr. Chanis distributed copies of the draft lease [Appendix E.1-6], and recommended the Board authorize him to bring it before the Delegation for their approval. Comm. Barrette noted he was impressed with proposal.

3:26 Motion : to authorize the County Administrator to draft lease and return for final vote. Made by: Barrette. Seconded by: Callum Jr. Discussion: Nelson knows who the bidder is and feels they are serious about it. Voice vote: All in favor.

Agenda Item No. 3.c. Review Draft Barn Lease Agreement

Mr. Chanis discussed copy of the draft barn lease [Appendix F.1-7], and letter from County Attorney [Appendix G.1-2]. Chanis noted, the County Attorney assured him if the Board wished to speak in Executive Session - as discussions pertained to a pending contract, they have the authority to do so. The Board members noted they would hold the conversations in public.

Mr. Chanis read through the County Attorney's letter to Ethel Jarvis dated 5/17/11. Chanis summarized the draft lease: five (5) year term with April and Patrick Bartley.

3:32 Motion: authorize the County Attorney to executive the lease with the Bartley's and bring it before the County Delegation for their approval. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

Mrs. Jarvis discussed going before the Unity Planning Board and the various attorney opinions she received; she pointed out the County Attorney did not give an opinion based on what Paul Fitzgerald sited; she discussed 674.54.II Governmental Use of Property; and she noted she feels the agreement is not for the benefit of the County. Mr. Chanis noted the Attorney did not mention the RSA 674.54.II as they felt, clearly, the lease does not fall under the two aspects sited within the RSA's. Comm. Nelson feels Jarvis's views strike him as selective enforcement, as the County rented the barn for some to hold pigs, the Beagle Club rented a portion of the County's property, someone rents a portion of pasture for cows, and a field leased to grow corn. Ms. Jarvis responded that the law was in affect in 1996, but nobody bothered to check it out. Comm. Callum Jr. feels the Commissioners are there for the general betterment of the entire community and fails to see how the proposal does not better the community - a person is willing to pay for an item that is just sitting unused, that would fall down if unused, and they are willing to maintain it while providing income to the County. Chanis anticipates bringing

the proposal before the Delegation next Wednesday. Comm. Nelson expressed concern regarding the five year lease amount, but no formal decision made on this aspect.

3:39 Motion: to authorize the County Attorney to make the necessary changes to the lease agreement and bring it to the Delegation for approval. Discussion – a brief discussion commenced about why they don't open for 42 acres vs. the two acres, and the various interpretations of 674.54 Chanis confirmed the lease would include an attachment that shows the property. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

Agenda Item No. 3.d. Lake Sunapee Bank Online Business Banking Resolution – authorize online banking access for County Treasurer

A copy of the Lake Sunapee Bank Online Business Bank Resolution was distributed. Mr. Chanis explained ratification of the document would authorize the bank to update the County Treasurer's name to current Treasurer.

3:41 Motion: to authorize the Clerk and Chair of the Board of Commissioners to sign the LSB Online Business Banking Resolution, changing the County Treasurer name to C. Michael Sanderson. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

Agenda Item No. 3.e. Lake Sunapee Corporation Authorization Form Sheriff's Department, Authorization to Add Signee

Copies of the Lake Sunapee Corporation Authorization forms were distributed. These forms will authorize adding one other Sheriff's Office employee to the two accounts at the Lake Sunapee Bank.

3:43 Motion: to authorize the Commissioner Clerk and Chair to sign the Corporate Authorization forms for the two Sheriff's Office accounts at Lake Sunapee Bank. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.

Agenda Item No. 3.f. Grants Update: NH State HHS Childhood Lead Poisoning Case Management and Healthy Homes-Activities RFP

Copies of the solicitation notice for a NH State Health and Human Services Childhood Lead Poisoning Case Management and Health Homes-Activities grant were distributed. Mr. Chanis noted the Public Health Coordinator, Jessica McAuliff would like to apply for a grant, a collaborative with the local Health Homes Committee. This would require formal authorization to apply and allow Mr. Chanis to sign any necessary paperwork, as well as accept funds if received.

3:45 Motion: authorize the County Administrator to ratify the application and execute any documents which may be necessary to effectuate the contract if approved. Made by: Callum Jr. Seconded by: Barrette. Voice vote: All in favor.

Agenda Item No. 4. Commissioners Report

Commissioner Nelson briefed the Board on the UNH Cooperative Extension breakfast he and Mr. Chanis attended at the Sugar River Valley Regional Technical Center in Claremont: well attended, venue and discussions good, nice presentation; special presentations were made by Liz Hennig and the UNH President; the UNH / DOC 4-H collaborative was discussed; 45% budget cuts are being made at house level. Nelson encouraged all to contact Senator Odell and/or their State Delegates to lobby the return of the cut funds to the UNH programs.

Upcoming Events:

- June 3rd 9 AM – Video conference with NH State Department of Health and Human Services Commissioner Toumpas and Councilor Burton presentation – ted attending
- June 12th Sunday 7:30 – 11 AM – County's 23rd Annual Pancake breakfast

Agenda Item No. 5. Public Participation

There was none.

Agenda Item No. 6. Meeting Minutes Review

Agenda Item No. 6.a. May 3, 2011 Public Meeting Minutes

3:56 Motion: to accept the May 3rd public meeting minutes as typed. Made by: Barrette. Seconded: Callum Jr. Voice vote: All in favor.

Agenda Item No. 6.b. May 3, 2011 3:46PM Executive Session Meeting Minutes

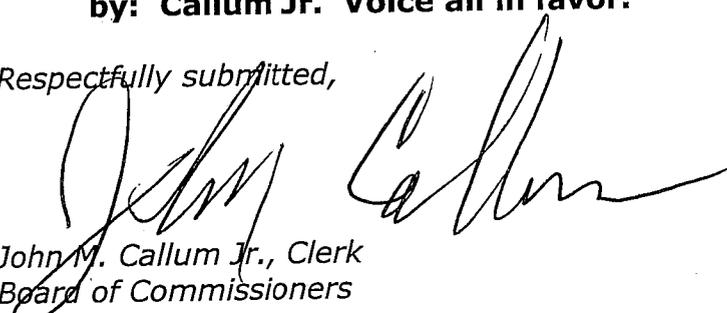
3:58 Motion: to approve and seal the May 3rd 3:46PM Executive Session meeting minutes - to be looked at again in three months after the issue resolved. Made by: Barrette. Seconded by: Callum Jr. Voice vote: all in favor.

Agenda Item No. 6.c. May 3, 2011 4:11PM Executive Session Meeting Minutes

3:58 Motion: to approve and keep sealed until reviewed with Sullivan County Health Care Administrator next month, the May 3rd 4:11 PM Executive Session minutes. Made by: Barrette. Seconded by: Nelson. Voice vote: All in favor.

3:59 Motion: to adjourn the meeting. Made by: Barrette. Seconded by: Callum Jr. Voice all in favor.

Respectfully submitted,



John M. Callum Jr., Clerk
Board of Commissioners

JC/sc



Tuesday May 17th, 2011, 3 PM
Sullivan County NH, Board of Commissioners
Regular Business Meeting
AGENDA - Revised

Meeting Location: Unity County Complex – Sullivan County Health Care
Frank Smith Living Room, 1st Floor
MapQuest/Google Address: 5 Nursing Home Drive, Claremont, NH 03743

- 3:00 PM – 3:20 PM 1. Sullivan County Health Care Administrator's Report, *Ted Purdy*
- a. Census
 - b. Staffing
- 3:20 PM – 3:40 PM 2. DOC Superintendent's Report, *Ross. L. Cunningham*
- a. Population/Census Report
 - b. Staffing Update
- 3:40 PM – 4:00 PM 3. County Administrator's Report
- a. FY '12 Budget Update
 - b. Sugar Bush RFP's: review proposals received
 - c. Review Draft Barn Lease Agreement
 - d. Lake Sunapee Bank Online Business Banking Resolution – authorize online banking access for County Treasurer
 - e. Lake Sunapee Bank Corporate Authorization Resolution – Sheriff's Dept., Authorization to add signee
 - f. Grants Update: NH State HHS Childhood Lead Poisoning Case Management and Healthy Homes-Activities RFP – authorize County Administrator to ratify the application and execute any documents which may be necessary to effectuate the contract if approved
- 4:00 PM – 4:15 PM 4. Commissioners' Report
- a. NH State DHHS District Health Council DHHS Budget Presentation: Video Conference June 3rd 9AM-11AM (By invitation RSVP by 5/25)
 - b. Any Old or New Business

The times reflected on this agenda, other than the start time, are estimates. Actual time will depend on level of interest and participation.



- 4:15 PM – 4:30 PM 5. Public Participation
- 4:30 PM – 4:35 PM 6. Meeting Minutes Review
- a. May 3, 2011 Public Meeting Minutes
 - b. May 3, 2011 3:46 PM Executive Session Meeting Minutes
 - c. May 3, 2011 4:11 PM Executive Session Meeting Minutes
- 4:35 PM 7. Adjourn meeting

Upcoming Events / Meetings:

- **May 16th Mon. S.C. Delegation Executive Finance Committee FY12 Proposed Budget Work Session**
 - **Time: 8:30 AM**
 - **Place:** County Administration Buildings, Remington Woodhull County Complex, 14 Main Street, Newport NH 03773
- **May 23rd Mon. S.C. Delegation Executive Finance Committee FY12 Proposed Budget Work Session**
 - **Time: 8:30 AM**
 - **Place:** County Administration Buildings, Remington Woodhull County Complex, 14 Main Street, Newport NH 03773
- **May 24th Tue. Business After Hours: Area Chamber of Commerce's, Business Chamber Members and County Department of Corrections**
 - **Time: 5 PM**
 - **Place:** Unity County Complex, Community Corrections Center, 103 County Farm Road, Unity NH 03743
- **May 30th Mon. Newport County Complex Closed in Observance of Memorial Day**
- **June 7th Tue. Sullivan County Board of Commissioners Meeting**
 - **Time: 3 PM**
 - **Place:** Newport, 14 Main Street – 1st Floor Commissioners Conference Room

The times reflected on this agenda, other than the start time, are estimates. Actual time will depend on level of interest and participation.

April 2011

Appendix A.1

MEDICARE							
	Apr 2010 Compare	Apr 2010 AVG CENSUS	Apr 2011 Actual	Apr 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	185	6	261	9	330	11	-69
REVENUE	\$87,042.43		\$159,084.51		\$161,700.00		-\$2,615.49
AVERAGE RATE PER DAY	\$470.50		\$609.52		\$490.00		\$119.52

PRIVATE							
	Apr 2010 Compare	Apr 2010 AVG CENSUS	Apr 2011 Actual	Apr 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	734	24	693	23	600	20	93
REVENUE	\$158,710.00		\$162,855.00		\$141,000.00		\$21,855.00
AVERAGE RATE PER DAY	\$216.23		\$235.00		\$235.00		\$0.00

MEDICAID							
	Apr 2010 Compare	Apr 2010 AVG CENSUS	Apr 2011 Actual	Apr 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	3,365	112	3,149	105	3,300	110	-151
REVENUE	\$474,835.15		\$454,054.31		\$448,602.00		\$5,452.31
AVERAGE RATE PER DAY	\$141.11		\$144.19		\$135.94		\$8.25

HCBC (RESPITE)							
	Apr 2010 Compare	Apr 2010 AVG CENSUS	Apr 2011 Actual	Apr 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	0	0	9	0	0	0	9
REVENUE	0		\$1,442.88		\$424.66		\$1,018.22
AVERAGE RATE PER DAY	0		\$160.32		\$0.00		\$160.32

MANAGED CARE							
	Apr 2010 Compare	Apr 2010 AVG CENSUS	Apr 2011 Actual	Apr 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	4	4	0	0	0	0	0
REVENUE	\$1,400.00		\$0.00		\$0.00		\$0.00
AVERAGE RATE PER DAY	\$350.00		\$0.00		\$0.00		\$0.00

	Apr 2010 Compare	Apr 2010 AVG CENSUS	Apr 2011 Actual	Apr 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
TOTAL CENSUS	4,288		4,112	137.1	0	141.0	
AVERAGE CENSUS		142.9	\$777,436.70		\$0.00		

MEDICARE B REVENUE							
	ACTUAL		Apr 2011 Actual		BUDGETED		VARIANCE
	\$57,864.92		\$19,390.33		\$36,164.40		-\$16,774.07
			\$796,827.03				
TOTAL MONTHLY REVENUE VARIANCE							\$8,935.97

Revenue Review thru 04/30/2011

	Annual Budget	304 Days YTD budget	YTD	Variance	
Medicaid	5,457,991	4,545,834	4,776,127	230,293	
Private	1,715,500	1,428,800	1,429,354	554	
Insurance	15,000	12,493	43,405	30,912	
Respite (HCBC)	5,000	4,164	3,192	(972)	
Medicaid Assessment	1,826,825	1,370,119	1,503,540	133,421	Paid quarterly (3 payments made)
ARRA	300,000	150,000	267,118	117,118	Paid quarterly (2 payment rec'd for FY11)
Medicare Part B (Total)	440,000	366,466	379,642	13,176	
Medicare Part A	1,967,350	1,638,560	1,152,663	(485,897)	
Proshare	475,000				Paid at end of FY
Net Variance from Operations				38,605	
Net Variance without ARRA				(228,513)	
Misc Income	10,000	8,329	26,422	18,093	
Laundry	85,000	70,795	61,775	(9,020)	
Cafeteria	15,000	12,493	13,801	1,308	
Meals	339,164	282,482	282,630	148	
YTD Variance		9,890,534	9,939,669	49,135	
	12,651,830				

Sullivan County Nursing Home
Quarterly Resident Census

Resident Census - FY 11															
	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-10	4836	3457	79.69%	588	13.55%	280	6.45%	11	0.25%	0	0.00%	2	0.05%	4338	89.70%
Aug-10	4836	3500	79.20%	570	12.90%	349	7.90%	0	0.00%	0	0.00%	0	0.00%	4419	91.38%
Sep-10	4680	3489	81.90%	586	13.76%	183	4.30%	0	0.00%	2	0.05%	3	0.07%	4260	91.03%
1ST QUARTER	14,352	10,446	80.25%	1,744	13.40%	812	6.24%	11	0.08%	2	0.02%	5	0.04%	13,017	90.70%
Oct-10	4836	3577	80.96%	660	14.94%	178	4.03%	0	0.00%	0	0.00%	3	0.07%	4418	91.36%
Nov-10	4680	3508	82.15%	574	13.44%	186	4.36%	0	0.00%	0	0.00%	2	0.05%	4270	91.24%
Dec-10	4836	3607	82.09%	596	13.56%	188	4.28%	0	0.00%	0	0.00%	3	0.07%	4394	90.86%
2ND QUARTER	14,352	10,692	81.73%	1,830	13.98%	552	4.22%	0	0.00%	0	0.00%	8	0.06%	13,082	91.15%
Jan-11	4836	3669	81.71%	607	13.52%	213	4.74%	0	0.00%	0	0.00%	1	0.02%	4490	92.85%
Feb-11	4368	3173	79.70%	564	14.17%	243	6.10%	0	0.00%	0	0.00%	1	0.03%	3981	91.14%
Mar-11	4836	3325	79.74%	671	16.09%	171	4.10%	0	0.00%	0	0.00%	5	0.04%	12,641	90.04%
3RD QUARTER	14,040	10,167	80.43%	1,842	14.57%	627	4.96%	0	0.00%	0	0.00%	5	0.04%	12,641	90.04%
Apr-11	4680	3146	76.51%	693	16.85%	261	6.35%	9	0.22%	0	0.00%	3	0.07%	4112	87.86%
May-11	4836	0	#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Jun-11	4680	0	#DIV/0!	0	#DIV/0!		#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
4TH QUARTER	14,196	3,146	76.51%	693	#DIV/0!	261	#DIV/0!	9	0.22%	0	0.00%	3	0.07%	4,112	28.97%
FY '11 TOTAL	56,940	34,451	80.40%	6,109	14.26%	2,252	5.26%	20	0.05%	2	0.00%	21	0.05%	42,852	75.26%
YTD AVG.		113.3		20.1		7.4		0.1		0.0		0.1		141.0	

Avg
Census

141.5

142.2

140.5

137.1

Resident Census - FY 10															
	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-09	4836	3299	80.09%	617	14.98%	203	4.93%	0	0.00%	0	0.00%	0	0.00%	4119	85.17%
Aug-09	4836	3220	77.40%	748	17.98%	192	4.62%	0	0.00%	0	0.00%	0	0.00%	4160	86.02%
Sep-09	4680	3153	75.50%	705	16.88%	296	7.09%	22	0.53%	0	0.00%	0	0.00%	4176	89.23%
1ST QUARTER	14,352	9,672	77.66%	2,070	16.62%	691	5.55%	22	0.18%	0	0.00%	0	0.00%	12,455	86.78%
Oct-09	4836	3263	75.65%	746	17.30%	304	7.05%	0	0.00%	0	0.00%	0	0.00%	4313	89.19%
Nov-09	4680	3220	77.03%	696	16.65%	264	6.32%	0	0.00%	0	0.00%	0	0.00%	4180	89.32%
Dec-09	4836	3453	78.42%	669	15.19%	281	6.38%	0	0.00%	0	0.00%	0	0.00%	4403	91.05%
2ND QUARTER	14,352	9,936	77.05%	2,111	16.38%	849	6.58%	0	0.00%	0	0.00%	0	0.00%	12,896	89.86%
Jan-10	4836	3464	76.60%	590	13.05%	467	10.33%	0	0.00%		0.00%	1	0.02%	4522	93.51%
Feb-10	4368	3209	79.06%	575	14.17%	262	6.45%	0	0.00%	12	0.30%	1	0.02%	4059	92.93%
Mar-10	4836	3491	79.34%	684	15.55%	222	5.05%	0	0.00%	14	0.11%	3	0.02%	12,981	92.46%
3RD QUARTER	14,040	10,164	78.30%	1,849	14.24%	951	7.33%	0	0.00%	4	0.09%	1	0.02%	4288	91.62%
Apr-10	4680	3447	80.39%	651	15.18%	185	4.31%	0	0.00%	0	0.00%	1	0.02%	4426	91.52%
May-10	4836	3540	79.98%	707	15.97%	178	4.02%	0	0.00%	0	0.00%	1	0.02%	4321	92.33%
Jun-10	4680	3448	79.80%	641	14.83%	226	5.23%	5	0.12%		0.00%	1	0.02%	4321	92.33%
4TH QUARTER	14,196	10,435	80.05%	1,999	15.33%	589	4.52%	5	0.04%	4	0.03%	3	0.02%	13,035	91.82%
FY '10 TOTAL	56,940	40,207	78.27%	8,029	15.63%	3,080	6.00%	27	0.05%	18	0.04%	6	0.01%	51,367	90.21%
YTD AVG.		110.2		22.0		8.4		0.1		0.0				140.7	

Avg
Census

135.4

140.2

144.2

143.2

Medicare Length of Stay Analysis
Sullivan County Health Care (SC)

	Apr 2011	Mar 2011	Feb 2011	Jan 2011	Dec 2010	Nov 2010	Oct 2010	Sep 2010	Aug 2010	Jul 2010	Jun 2010	May 2010	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	10	11	10	13	10	11	6	5	8	12	8	5	109	44
MCR # Admits & Readmits	7	6	6	8	7	6	6	3	4	9	5	4	71	27
MCR # Discharges from facility	1	3	1	6	3	2		1	1	6		3	27	11
MCR Discharged LOS	20.0	30.7	23.0	18.8	15.0	10.0		93.0	26.0	28.7		17.3	24.3	22.5
MCR # End or A/R Change	1	5	4	1	6	4	2	8	5	2	1	3	42	11
MCR End or A/R Change LOS	29.0	52.2	31.3	49.0	40.7	36.0	21.5	54.8	45.0	72.0	71.0	50.0	45.8	42.2
Total Average MCR LOS	24.5	44.1	29.6	23.1	32.1	27.3	21.5	59.0	41.8	39.5	71.0	33.7	37.4	32.4
Total MCR Days	261	171	243	213	188	186	178	183	349	280	226	178	2656	888
Rehab RUGs	255	171	209	188	150	178	175	173	273	259	210	161	2402	823
% of Total MCR Days	98%	100%	86%	88%	80%	96%	98%	95%	78%	93%	93%	90%	90%	93%
Non-Rehab RUGs	6		34	25	30	8	3	10	76	21	16	17	246	65
% of Total MCR Days	2%		14%	12%	16%	4%	2%	5%	22%	8%	7%	10%	9%	7%
Default Days					8								8	
% of Total MCR Days					4%									
A ADL (low dependency)	62	63	135	139	86	61	80	18	52	34	1	27	758	399
% of Total MCR Days	24%	37%	56%	65%	48%	33%	45%	10%	15%	12%		15%	29%	45%
B ADL (medium dependency)	93	42	58	71	43	30		80	136	102	113	80	848	264
% of Total MCR Days	36%	25%	24%	33%	24%	16%		44%	39%	36%	50%	45%	32%	30%
C ADL (high dependency)	106	66	50	3	51	95	98	85	161	144	112	71	1042	225
% of Total MCR Days	41%	39%	21%	1%	28%	51%	55%	46%	46%	51%	50%	40%	39%	25%
Medicare Net Revenue	\$ 159,085	\$ 98,315	\$ 122,701	\$ 109,063	\$ 98,337	\$ 111,366	\$ 99,462	\$ 88,338	\$ 156,215	\$ 138,829	\$ 119,738	\$ 90,105	\$ 1,391,552	\$ 489,164

April 2011							
<u>Admission/Discharge Summary</u>							
						<u>Admissions</u>	<u>Discharges</u>
HCB	Home					2	1
						2	1
MCD	Assisted Living						1
	Expired						
	Home						
	Hospital					1	1
	Nursing Home						
					MCD Subtotal	1	2
MRA	Assisted Living						1
	Expired						
	Home						
	Hospital					7	
	Nursing Home						
					MRA Subtotal	7	1
PVT	Assisted Living						
	Expired						
	Home						
	Hospital						
	Nursing Home						1
	Private home/apartment						
					PVT Subtotal	0	1
TOTAL						10	5

YTD FY11							
July 2010 to April 2011							
Admission/Discharge Summary				Admissions		Discharges	
HCB	Home			3		2	
				3		2	
MCD	Assisted Living			2			23
	Expired			1			5
	Home			16			29
	Hospital			2			
	Nursing Home						
			MCD Subtotal	21			57
MRA	Assisted Living						8
	Expired			1			11
	Home			59			7
	Hospital			2			
	Nursing Home						
			MRA Subtotal	62			26
PVT	Assisted Living						4
	Expired						1
	Home			4			5
	Hospital			3			1
	Nursing Home			1			
	Private home/apartment						
				8			11
			PVT Subtotal				
TOTAL				94			96

Month-end Aged Analysis

Appendix A.7

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AR6100B

Sullivan County Health Care (SC) For the Month of Apr, 2011

Resident (Res #) (Discharge Date)	Apr/	Mar/	Feb/	Jan/	Dec/	Nov/	Oct/	Sep/	Aug/	Jul/	Jun/	May/	Apr/	Balance
Aged Analysis Summary														
HCB	1,442.88												1,504.00-	61.12-
INS	9,441.81	16,052.67	21,366.55	4,162.69	1,361.21	393.14	705.44	5,697.62	12,669.35	4,722.45	7,972.00-	1,179.79	51,152.83	120,933.55
MCD	365,208.02	14,351.78	7,722.98	2,064.71	3,171.40-	5,254.18-	679.24	2,241.91-	2,634.43-	305.53	1,544.83	2,145.87	59,991.43	440,712.47
MCP														
MRA	131,775.01	23,473.72	8,913.67	0.12	0.13-	5,325.93	0.38	381.64	0.59	0.12-	0.02	0.03	7,346.53	177,217.39
MRB	15,511.90	5,403.17	879.89	1,159.76	605.13	711.26				21.64-		1,137.84	65,261.89	90,649.20
MXA	9,763.50	2,122.50	1,500.00	897.30-	3,025.00	3,987.50			983.51-	2,206.84	1,109.25-	1,123.56-	63,952.52	83,341.54
MXB	1,727.97	2,638.92	312.59-		275.53	244.25	87.85-	692.93-	371.19-	994.43	1,012.24	468.59	25,862.99	30,863.06
PVT	76,572.37	37,910.15	47,685.21	29,684.99	17,990.01	16,024.25	13,855.29	19,353.20	19,379.24	24,941.14	16,707.77	18,423.58	113,160.69	451,687.89
RES	2,654.98	2,490.42	7,177.58	6,765.39	3,830.70	4,388.33	2,340.99	7,785.04	2,157.69	2,231.22	1,766.83	915.08	18,649.82-	25,854.43
PHC													375.00-	375.00-
HST													800.00	800.00
PIN														
HSR														
Totals:	614,098.44	104,443.33	94,933.29	42,940.36	23,916.05	25,820.48	17,493.49	30,282.66	30,217.74	35,379.85	11,950.44	23,147.22	367,000.06	1,421,623.41
	43.20%	7.35%	6.68%	3.02%	1.68%	1.82%	1.23%	2.13%	2.13%	2.49%	0.84%	1.63%	25.82%	100.00%



Sullivan County Department of Corrections
103 County Farm Rd
Claremont, NH 03743

Intra-Department Memorandum

From: Sergeant D. Gokey
Subject: Daily Report
To: Superintendent Ross L. Cunningham
Date: May 17, 2011
At: Classification Department

POPULATION DATA:

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 46 Female - 10	Male - 16 Female - 4	Male - 0 Female - 0
Total In-House Population: 76		In-House Population on 05/17/2010 - 57

Unit Breakdown (included in the above count):

Unit 1 - 15	Male Flex - 14	<i>Complex workers</i> Female Flex - 3
Unit 2 - 6	Male Treatment - 11	<i>90 Day</i> Female Treatment - 2
Unit 3 - 16	Male Work Release - 6	Female Work Release - 1
OBS - 2		

Jail Total: 39

CCC Total: 37

CENSUS DATA:

Home Confinement/EM	Carroll Cty	Grafton Cty	Hillsborough Cty
Male - 2 Female - 3	Male - 1 Female - 0	Male - 1 Female - 0	Male - 2 Female - 0
NHSP/SPU	Weekender		
Male - 7 Female - 0	Male - 2 Female - 0		

Total Census Population: 94

Census Population on 05/17/2010 - 95

Individuals Housed at SCDOC for other Facilities:

Individuals seen by P&P prior to release:

1 - Male from Hillsborough County

Males - 0

Females - 0

To start on May 3, 2011

Pre-Trial Services Program - Total: 19

Male - 13
Female - 6

Sullivan County Sugarbush
Request for Proposals
April 8, 2011

Sullivan County is requesting proposals to lease its sugarbush located at the Sullivan County Complex in Unity, New Hampshire.

Description of Sugarbush:

The Sullivan County Sugarbush consists of approximately 2,000 +/- taps on the Home Place parcel of the Sullivan County Farm and a sugarhouse. The vast majority of the taps are sugar maple. Most of the taps flow downhill to the sugarhouse. All new tubing will need to be installed by the lessee at their expense.

The main portion of the sugarbush, approximately 1,500 taps, is marked for a thinning. The thinning may preclude collection of sap from the main portion of the sugarbush for 2012 depending on timing of thinning and installation of new tubing.

Terms and Conditions of Lease:

- Duration of lease will be for 5 years. At the end of 5 year lease term, Lessee will have option to renew lease if the Lessor agrees.
- Only 5/16" health spouts are allowed.
- Must follow tapping guidelines found in the publication *Good Forestry in the Granite State*. Tap only trees 12 inches dbh and larger. Place one tap hole in trees 12 to 18 inches dbh and two tap holes in trees greater than 18 inches dbh. Place no more than two tap holes per tree. Make sure "drops" (tubing attached directly to the spout) are of sufficient length so tap holes can be placed on all sides of the tree. Remove all spouts from tap holes in a timely manner and no later than May 15.
- New tubing will need to be installed at the expense of the lessee. Maintenance and repairs to tubing shall be the responsibility of the Lessee. Ownership of the tubing shall be that of the Lessee. If Lessee does not renew lease then they must remove all tubing.
- Lessee shall obtain a premises liability policy covering the leased premises.
- Lessee shall pay the lessor on an annual basis a per tap fee and a fee for the sugarhouse.
- Lessee shall also provide 15 gallons of Grade A maple syrup to the lessor each year.
- Lessor will provide electricity and water at lessor's expense.

-Premises must be maintained in an orderly fashion. Only maple sugaring equipment will be allowed on site. Any other equipment will require the written permission of the lessor.

-Lessee will need to provide their own evaporating equipment and fuel.

Information to include in Proposal:

-Please describe how you plan to use the sugarbush and sugarhouse.

-Amount willing to pay annually per tap.

-Amount willing to pay annually to lease sugarhouse.

-Please include a description of your experience running maple sugaring operations including: collection and boiling of sap and sugarbush management (thinning).

There will be an **open house** on **Thursday, April 28, 2011** at 9:00 am to view the sugarbush and sugarhouse. Please meet at the sugarhouse on County Farm Road at 9:00 am.

All proposals are due by Friday, May 6, 2011 at 2:00 pm.

Please send proposals to:

Attn: Sugarbush RFP
County Administrator
Sullivan County
14 Main Street
Newport, NH 03773

Any questions about the sugarbush contact:

Chuck Hersey
Sullivan County Extension Forester
Telephone: 603-863-9200
Fax: 603-863-4730
Email: chuck.hersey@unh.edu

D.1



Attn: Sugarbush RFP
County Administrator
Sullivan County
14 Main Street
Newport, NH 03773

May 5, 2011

Leavitt Family Maple has been producing Maple Syrup for three generations. We currently tap 12 hundred Maple Trees on 25 acres of leased orchards. I am fully insured and currently have a great business relationship with the Orchard Owners. There are two different Orchards both located in Sunapee. I've tapped one for twenty years and the newest is going on four years now. At the end of every spring, I supply each owner with a plentiful amount of syrup for the year.

My orchards are well maintained and thoroughly examined every spring for winter damage and pests. I uphold strict standards when tapping my trees to insure that they are healthy and can be used for years to come.

All of our sap is processed through a Reverse osmosis system and finished on a wood fired evaporator. We produce on average about three hundred gallons of maple syrup per year. We also make candies, creams, and sugar.

Every fall for the past 9 years, we run the sugar house during the Topsfield Fair in Massachusetts. We demonstrate and educate the public on the process of maple sugaring.



I am interested in the opportunity to lease your Orchard to increase my yearly production. We are striving to become a full time Maple business. I plan to use a vacuum system and the newest check valve spout technology. We plan to set the orchard up with all new tubing, with our drops being 30 inches in length.

We plan to truck sap off site to our established sugarhouse located in Sunapee. I would like to utilize your sugarhouse as a pumping station and holding area. We are looking at this as a long term endeavor. I am not opposed to boiling at your sugar house in the future given the volume of production from the orchard.

My proposal is dependent on the volume of syrup produced.

1. Less than or equal to .25 Gallons of Syrup Per Tap = \$1.00 per tap
2. .26 to .35 Gallons of syrup per tap = \$1.05 per tap
3. Greater than or equal to .36 Gallons of syrup per tap = \$1.10 per tap
4. To utilize the Sugarhouse as a pumping station and holding area, I am willing to pay a yearly fee of \$750.00.

Please consider my proposal for this great opportunity. I look forward to hearing from you.

Sincerely,

William Leavitt

William Leavitt

546 North Road
Sunapee, NH 03782
Sugar House – 763-5323
Home – 863-9760

Sullivan County, NH
Property Lease Agreement

This Lease Agreement ("Lease") is made and effective June 1, 2011, by and between Sullivan County, NH ("Landlord") and Patrick and April Bartley ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as Town of Unity, NH parcel 6-C4-326

Landlord makes available for lease a portion of this parcel described as Entire barn and surrounding land as shown in Attachment 'A'

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning June 1, 2011 and ending May 31, 2016. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 5 Years. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$725.00 per year, payable in installments of \$60.42 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 14 Main St., Newport, NH. 03773 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of NA.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$800.00 per year payable in installments of \$66.66 per month.

3. Use

Tenant shall use the Leased Premises only for the housing and grazing of livestock and storage of supplies commonly associated with said use. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, animals, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, animals and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including animals located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's use of the Leased Premises.

10. Damage and Destruction

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage.

11. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and

if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

12. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

_____ County Administrator, Sullivan County, NH _____
[Landlord]

_____ 14 Main St. Newport, NH. 03773 _____
[Landlord's Address]

If to Tenant to:

_____ Patrick and April Bartley _____
[Tenant]

_____ 148 County Farm Road, Unity, NH. 03743 _____
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

14. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

15. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

16. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

17. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

18. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

19. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

20. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

21. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

22. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord Signature Block

Tenant Signature Block

State of New Hampshire
Sullivan County Attorney

14 MAIN STREET
NEWPORT, NEW HAMPSHIRE 03773
603-863-7950
FAX 603-863-0015
EMAIL: CA3@SULLIVANCOUNTYNH.GOV

Marc B. Hathaway, Esq.
County Attorney

David S. Park, Esq.
Assistant County Attorney
John A. Bell, Esq.
Assistant County Attorney

May 17, 2011

Ethel Jarvis, Chair
Unity Planning Board
Unity Town Hall
13 Center Road, Box #5
Charlestown, NH 03603

Re: Need for Subdivision approval by Unity Planning Board

Dear Mrs. Jarvis:

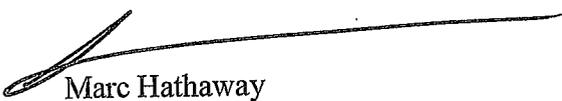
I have reviewed the Subdivision Regulations for the Town of Unity and am unsure of the authority for your position that Sullivan County needs subdivision approval from the Unity Planning Board for an anticipated lease a two-acre portion of a larger lot for grazing of livestock and storage of hay and equipment in an already existing barn. I believe the insistence of the Unity Planning Board that the anticipated lease requires subdivision approval is contrary to the plain language of the Unity Subdivision Regulations, Section 5:32 which provides:

*"Subdivision: Shall be as defined in RSA 672:14. Subdivision approval is needed when:
1) building development results in two (2) or more principal buildings on the same parcel; or 2) building development results in the construction of a new building or the conversion of an existing building into two (2) or more rental units or condominiums. Lots divided by brooks, ect. shall be considered to be contiguous for the purpose of these Regulations. If a lot is described in one deed as one parcel with a street bisecting the parcel, than it is one lot of record unless each piece of property bisected by the street conforms to the minimum lot size and frontage requirements."*

I cannot see where the lease being considered by Sullivan County meets the criteria for subdivision approval described in Unity Subdivision Regulations, Section 5:32. Furthermore, I fail to see how the position taken in this matter by the Unity Planning Board furthers the purpose of the Town of Unity's Subdivision Regulations as outlined in Section 1.3 of those regulations.

The County hopes that the anticipated lease will be finalized on or about May 25, 2011. I would welcome any insight into why the Town of Unity believes that the language of the Unity Subdivision Regulations, Section 5:32 requires subdivision approval under the facts of this case.

Respectfully,



Marc Hathaway
Sullivan County Attorney

cc: Paul T. Fitzgerald, Esq.
Sullivan County Commissioners
Greg Chanis, County Manager