

County of Sullivan, NH

Type of meeting: Board of Commissioners Regular Business Meeting Minutes
Date-Time: Monday, May 19, 2014; 3:00 PM
Place: Unity, NH – Sullivan County Health Care, Frank Smith Living Room, 5 Nursing Home Drive, 03743

Attendees: Commissioner Jeffrey Barrette, Chair; Commissioner Bennie Nelson, Vice Chair; Jessie Levine, County Manager; Ross Cunningham, Department of Corrections Superintendent; John Cressy, Facilities Director; Ted Purdy, Sullivan County Health Care Administrator; Lionel Chute, Natural Resources Director; Kirsten Skeie, Account Clerk-Receptionist-Meeting Videographer and Sharon Callum, Administrative Assistant/Minute Taker.

Public attendees: Gayle Hedrington, 99.7 WNTK reporter; John Cloutier, State-County Delegation Chair; Archie Mountain, Eagle Times Reporter

3:22 The Chair, Jeffrey Barrette, opened the regular business meeting and led all in the *Pledge of Allegiance*.

Agenda Item No. 1. Department of Corrections (DOC) Superintendent Report

Agenda Item No. 1.a. Population Census Review & Staff Update: Supt. Cunningham distributed the Population Data report [Appendix A.1-2]. Commissioner Barrette requested the correlation between years placed back on the Population Data report. DOC will be fully staffed with five Correctional Officer applications in progress to move forward and perhaps bring on as per diem. Donna Magee begins June 2, 2014 as DOC Program Director with Jane Coplan leaving the position June 25, 2014.

Agenda Item No. 1.b. Any Other DOC Business: Supt. Cunningham distributed a letter from Chief Justice Tina Nadeau related to an all-day conference September 19, 2014 to address the initiative to file felonies first in Superior Court was [Appendix B]. Cunningham is attending the conference. The change of process could increase case load, which Attorney Hathaway has expressed concern about to County Manager Levine.

Cunningham and Kevin Warwick presented at the Second Chance Act conference with Cunningham presenting on serving rural populations. Cunningham indicated there were many at the conference who attended previous conferences; they had a good experience, there was a lot of education and the conference was well worth attending.

Agenda Item No. 2. Sullivan County Natural Resources, Lionel Chute, Director

Agenda Item No. 2.a. Project Updates

Conservation District: The high tunnel project has begun. They've moved the proposed location from the community garden area to behind the fire pond and have flagged the area and placed clear plastic to kill off weeds through solar vs. using a weed killer. They've gathered a large volunteer group to help put up the high tunnels as well as grow the vegetables. Construction begins May 29, 2014. It will take three days and then the solar wrap can be placed the following week. John Cressy

organized soil to be brought in and they anticipate using the ground next year. The construction will be a public event with a tent donated for use by Jan Lambert. The plant sale took place with 47 sales vs. 55 last year; pick up was at the Unity Complex Ahern Building. They also sold pansies grown by Jennie Wright. Chute thanked Cressy for his help with the plant sale project.

County projects:

- Apple tree limbs previously pruned – they’ve chipped up all cut apple limbs with assistance from Rodney Geer and there is a large pile of these chips anyone is welcome to take - they’ll use the remaining chips for mulch. Apple trees are about to bloom.
- Bird watching walks - they concluded the third bird walk Saturday. During walks they spotted bobolinks and identified Savannah Sparrows.
- Chute is helping with the inmate vegetable garden and will be sampling the soil. They are hoping to sell produce the food pantries cannot take at the Claremont Farmers Market, with proceeds to go to the soup kitchen, as they’ll benefit more from the revenue. Comm. Nelson requested they keep in mind other farmers can’t use inmate labor and Comm. Barrette suggested they consider other options of distribution. Chute wanted it understood the County does not deliver to the Claremont food pantry, they pick up the food at the complex and Correctional Officer Mahair lives in Newport and volunteered to drop off the produce on his way home. Ms. Hedrington noted both Sunapee and Grantham have food pantries, also. Ms. Levine stated that she and Chute have not discussed the idea of selling county-generated produce for non-profit benefit, and Comm. Barrette said the subject needs more study before committing to the soup kitchen.
- Chute is contemplating a summer cemetery event as people have expressed interest in the old cemetery: stones date back to 1767, prior to the establishment of the County Farm, plus include stones of those who lived at the County poor house. Chute noted, Sarah Poisson has written a book about the cemetery and would be one of the speakers.
- Planting and replanting plans are ongoing around the complex.
- Chute discussed the trapping request from Dan Gokey, and their follow up discussion. He noted, Gokey’s main interest is trapping coyote and he has a license with a variety of species – there is no trap limit on coyotes in NH. Commission discussed a pilot project on County property, person must have permit, and Chute would be the one to sign off on the permit – he noted trappers are beholden to NH state trapping laws, which include furnishing the trapping results to the State. Chute will request they copy the County on the results. Chute discussed how the State has hunting lotteries and suggested the County conduct a similar program. All want to ensure citizens know what can be done on County property. Chute is meeting with Bruce Ferland tomorrow to discuss his use of County fields and future haying.
- Chute noted the solid waste recycling meeting he attended in Claremont was quite good; Claremont mayor and representatives from the NRRA and Casella attended; there are opportunities out there and money to be saved, but no plans for future at this point.

Agenda Item No. 3. Sullivan County Health Care, Ted Purdy, Administrator

Agenda Item No. 3.a. Census Review & Staffing Update

Mr. Purdy reviewed the following reports that reflect a 10-month period [Appendix C.1-7]:

- *Medicare, Private, Medicaid, HCBC (Respite), Insurance/Managed Care, and Medicare B Revenue:* Medicaid is running over budget which makes up for Medicare and Private running under budget. Net revenue is \$10,073.52.

- *SCHC Revenue Review thru 04/30/2014*: they have three payments for Medicaid assessment and CY14 Q1 ran higher than last year. Year-to-date variance is \$373,916.
- *Medicare Length of Stay Analysis*: 47% over the medium case mix.
- *Resident Census – FY14*: 135 average 3rd quarter census; 133.5 average monthly census; average Skilled of 6, 7 Med A, 1 Medicare replacement program and 14 Private.
- *Summary Admission / Discharge Report for 4/1/2014 Thru 4/30/2014*: 5 admissions and 6 discharges.
- *Summary Admission / Discharge Report for 7/1/2013 Thru 4/30/2014*: 65 admissions and 64 discharges.
- *Month-end Aged Analysis*: they are running \$90,000 less than previous month.

Comm. Nelson spoke regarding the previous County Manager's plans to create diagonal parking for the nursing home. Nelson feels they are short 3 to 4 spots, but would like to maintain the sidewalk area usage, also. Mr. Purdy also wants to ensure the sidewalk remains. Discussion to be continued during paving design process. Comm. Barrette would like to hold field meetings before the County completes the engineering plan.

Mr. Purdy noted their Physical Rehabilitation Director, Lyane Murnaghan, resigned, but will stay to provide coverage during the transition to a new Director.

Mr. Purdy noted the major fire in Unity last week affected the home of a SCHC employee; the Staffing Coordinator, Melissa Barrette, is drafting a notice to circulate and is helping to collect donations – the Swartz's lost their home, their pets, but the family is safe and needs monetary and household donations.

Agenda Item No. 4. Facilities & Operations, John Cressy, Facilities Director

Agenda Item No. 4.a. Biomass Update: The belt filter is installed and working. The stack test is scheduled for the second week in June. At that point the County will qualify for thermal energy recs [renewable energy credits] and Cressy feels it could be significantly more than anticipated. An engineer stamp of approval is part of the qualifications and Wilson Engineering will provide a proposal. Cressy is still battling a punch list of project items to complete.

Agenda Item No. 4.b. 2014 Drinking Water State Revolving Fund (DWSRF): Levine noted NH DES reopened the revolving loan fund related to drinking water improvements and provided a copy of the e-mail from Johnna McKenna related to the 2014 Drinking Water SRF Pre-Application Solicitation [Appendix D.1-2]. The County has water tanks needing rehabilitation and will look into the program. Levine may send Dodi Violette to participate in the informational meeting, since both she and John Cressy have scheduling conflicts.

Agenda Item No. 4.c. Other Project Updates: Cressy noted, the new water well building is up; they are plumbing and wiring it; and, once complete, a State inspection is required.

The Sugar River Technical School will be touring the biomass plant and Cressy will provide a brief in-class presentation prior to the tour.

Some of the County's gravel roads are in rough shape. They've been moving gravel around to shore them up, but would like permission from the Board to stop vehicles from accessing the roads during

the wet season by gating the roads. Commissioners are in favor of preserving the roads and concurred with placing gates, as well as signs to say "No Wheeled Vehicles."

Cressy confirmed they completed the RFP for the Sanders roof a year ago, but had stopped at that point. Levine noted this was on her to-do list and the Sanders and Stearns projects would be combined into the same RFP.

In response to Comm. Barrette asking if Cressy was content with the make-up air aspect of the new roof unit, Cressy noted there has been an issue with not enough controls, so they are installing more control units. Cressy pointed out, they have yet to release the biomass project retainage and would like the County to consider this – there are vendors who have completed their work faithfully. He confirmed all lien waivers would be free and clear and noted on the sign off. Ms. Levine said that there had not been a request to pay the retainage.

Comm. Nelson had noticed the heifer barn roof was extremely rusty and questioned if there were plans to improve it. Cressy noted the roof was structurally sound; the T1-11 has holes in it; he concurred they should do something with it. Comm. Barrette pointed out rust does not go away, that rubberized coatings help slow it down, and they should include this in the Capital Improvement Plan.

Agenda Item No. 5. County Manager's Report, *Jessie W. Levine*

Agenda Item No. 5.a. IT Services Update: A copy of the 2014-2015 Information Technology Management contract with Competitive Computers was reviewed [Appendix E.1-10]. Competitive Computers began last week. Ms. Levine already participated in two conference calls that focused on recommendations to the e-mail software and calendaring, as well as a review of other county-wide needs. The firm will review internet connections. Competitive expressed concern related to the way the server is configured and how disconnected the network is. They use software to manage the system remotely, but found they need to touch more desktops than anticipated because the network is not configured properly. They will perform an initial assessment, then sit down and map out a plan with department heads. Levine requested approval to spend funds earlier than July 1, 2014 using unspent funding from the County Manger budget lines (they are underspent by \$60,000 due to the gap in time between county managers). Competitive Computers will charge \$5,000 for the initial assessment. Barrette requested her to overspend the Commissioners Department Contract line, purposely, for the work, vs. doing transfers, in order to provide expenditure clarity. He requested she send a note to the Executive Finance Committee, also. He noted a motion was unnecessary as they previously approved the contract. Levine will keep the IT Services Update on future agendas as the project proceeds. She noted the Microsoft XP issue is critical low on their list compared to other critical items.

Agenda Item No. 5.b. USDA Rural Business Enterprise Grant: A copy of the May 8, 2014 USDA letter from Steven Epstein was distributed establishing the conditions related to the USDA \$30,000 grant for a feasibility study on agricultural business [Appendix F.1-7]. Levine noted the funds would not be available until August 1, 2014; a soft match of her time and Lionel Chute's time is involved in the award.

Agenda Item No. 5.c. Report on Second Chance Act (SCA) Conference: Ms. Levine noted the SCA Conference was intense and inspiring; she wanted to go to every session; and enjoyed networking

with likeminded public organizations focused on inmate reentry and dealing with reentry transition; great conference and time well spent.

Agenda Item No. 6. Board of Commissioner Business

Agenda Item No. 6.a.i. Old Business: Award Motor Vehicle Lease: Ms. Levine noted that only one proposal was received in response to the County's RFP for a vehicle lease, from Subaru of Claremont, which gave them the opportunity to negotiate. Facilities Director John Cressy negotiated for an Outback at \$345/month. Cressy noted the car model height is much better and it's all wheel drive, and the car dealership has been nice to deal with. He noted they would not take the 2003 Ford Taurus on trade-in; the County is accumulating a collection of used vehicles. Ms. Levine suggested advertising for surplus sale. Commissioner Barrette suggested they check into sending an item list to the State surplus auction vs. having to place ads, which Mr. Cressy will do.

4:27 Motion: I move to award the motor vehicle lease to Subaru of Claremont and to authorize the County Manager to negotiate and execute the lease and other necessary documents on behalf of Sullivan County. Made by: Nelson. Seconded by: Barrette. Voice vote: All in favor.

Agenda Item No. a.ii. Old Business: Award CDBG Administration RFP: Ms. Levine noted they received one proposal – from Shelley Hadfield of Hadfield Associates -- in response to the Earle Bourdon Centre CDBG Administration RFP. Levine recommends awarding the contract to Ms. Hadfield.

4:29 Motion: I move to award the CDBG Administration proposal to Hadfield Associates, W. Shelley Hadfield, Principal, and to authorize the County Manger to negotiate and execute a professional services agreement and other necessary documents on behalf of Sullivan County. Made by: Nelson. Seconded by: Barrette. Voice vote: All in favor.

Agenda Item No. 6.a.iii. Old Business: Pancake Breakfast, June 8, 2014: The County's annual pancake breakfast is scheduled for Sunday, June 8, 2014, 8AM-11AM. There will be Biomass facility and Natural Resources High Tunnel tours as well as table displays.

Agenda Item No. 6.a.iv. Other Old Business

Commissioner Nelson attended the Sullivan County DOC-Dartmouth College collaborative "Telling My Story" program that included students from the college and female inmates. He noted it was remarkable as usual and kind of nice as it was Jane Coplan's last time participating in the event. The student whose project it is has secured grants to complete the filming – the trailers have been out for 4-5 years and they have 180 hours of film to reduce to 90 minutes.

Agenda Item No. 6.b.i. Ratification of Health Insurance Side Bar Agreement: Ms. Levine noted Union negotiations are still under way and while the negotiations process itself is not public, the side bar agreement is public. Union membership approved the change in health plans by a vote of 77-5 and the agreement requires the Commissioners' approval to ratify the change.

4:33 Motion: to ratify the health insurance side bar agreement reached between AFSCME Council 93 and Sullivan County; details to be released when contract is signed. Discussion: the commission noted this was a good deal for both employees and County. Made by: Nelson. Seconded by: Barrette. Voice vote: All in favor.

Agenda Item No. 6.b.ii. New Business: Proposed FY15 Budget Hearing: Confirm Date: The Delegation's Public Hearing of the Commissioners Proposed FY15 County Budget will be held Monday, June 9, 2014 at 6:30 p.m. at the Sugar River Valley Regional Technical Center in Claremont. Representative Cloutier noted he approved the hearing notice.

Agenda Item No. 6.b.iii. Other New Business: None.

Agenda Item No. 7. Public Participation

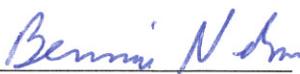
Representative Cloutier indicated the Delegation will convene Thursday, May 29, 2014, at 6:00 p.m. in the Commissioners Conference Room in Newport, to discuss and set elected official salaries that need to be set by June 3, 2014; the Executive Finance Committee Chair has shared recommendations from that Committee. Ms. Hedrington questioned if the building would be open to public for the meeting. It was confirmed this was a public meeting and the doors would be open.

Agenda Item No. 8. Meeting Minutes Review: Public Meeting Minutes May 5, 2014

4:35 Motion: to approve the May 5, 2014 minutes as printed. Made by: Nelson. Seconded by: Barrette. Voice vote: All in favor.

4:37 Motion to adjourn. Made by: Nelson. Seconded by: Barrette. Voice vote: All in favor.

Respectfully submitted,


Bennie Nelson, Vice Chair
Board of Commissioners

BN/sjc/jl

Date minutes approved:

6/2/14



**Sullivan County, NH
Board of Commissioners**

Monday, May 19, 2014, 2:00 PM – Agenda Revision

Frank Smith Living Room

Sullivan County Complex, 5 Nursing Home Drive, Unity, NH

2:00 PM

Budget Workshop

3:00 PM

Regular Business Meeting

1. Department of Corrections, *Ross L. Cunningham, Superintendent*
 - a. Population Census Review & Staffing Update
 - b. Any Other DOC Business
2. Sullivan County Natural Resources, *Lionel Chute, Director*
 - a. Project Updates
3. Sullivan County Health Care, *Ted Purdy, Administrator*
 - a. Census Review & Staffing Update
 - b. Any Other Nursing Home Business
4. Facilities & Operations, John Cressy, Facilities Director
 - a. Biomass Update
 - b. 2014 Drinking Water State Revolving Fund (DWSRF)
 - c. Other Project Updates
5. County Manager's Report, *Jessie W. Levine*
 - a. IT Services Update
 - b. USDA Rural Business Enterprise Grant
 - c. Report on Second Chance Act Conference
 - d. Any Other business
6. Board of Commissioner Business
 - a. Old Business
 - i. Award Motor Vehicle Lease
 - ii. Award CDBG Administration RFP
 - iii. Pancake Breakfast, June 8, 2014
 - iv. Other Old Business
 - b. New Business
 - i. Ratification of Health Insurance Side Bar Agreement
 - ii. Proposed FY15 Budget Hearing: Confirm Date
 - iii. Other New Business
7. Public Participation
8. Meeting Minutes Review: Public Meeting Minutes May 5, 2014
9. Adjourn

Upcoming Events / Meetings

- May 26th Mon.** **Newport County-State Complex Closed**
- May 29th Thu.** **Delegation Meeting**
Time: 6:00 PM
Place: Newport, NH – 14 Main Street, Commissioners Conf. Rm
- May 30th Fri.** **Delegation Executive Finance Committee Meeting**
Time: 8:30 AM
Place: Newport, NH – 14 Main Street, Commissioners Conf. Rm
- June 2nd Mon.** **County Commissioners Regular Business Meeting**
Time: 3:00 PM
Place: Newport, NH – 14 Main Street, Commissioners Conf. Rm.
- June 4th Wed.** **Conservation District Meeting**
Time: 7:00 PM
Place: Unity, NH – Ahern Building
- June 6th Fri.** **NHAC Executive Council Meeting**
Time: 10 AM
Place: Concord, NH – Primex Building
- June 8th Sun.** **26th Annual County Pancake Breakfast & Events**
Time: 8 AM – 11 AM
Place: Unity, NH – County Complex
- June 9th Mon.** **Delegation Hearing of the FY15 Commissioners
Proposed County Budget**
Time: 6:30 PM
Place: Claremont, NH – Sugar River Valley Technical Center,
Business Community Room
- June 16th Mon.** **County Commissioners Regular Business Meeting**
Time: 3:00 PM
Place: Unity, NH – 5 Nursing Home Drive, Ahern Building-
Function Hall

Sullivan County Department of Corrections
Population Data

| 2014 | January | February | March | April | May |
|--------------------------------------|---------|----------|-------|-------|-----|
| Home Confinement | 10 | 14 | 13 | 16 | 8 |
| Male | 7 | 10 | 10 | 8 | 6 |
| Female | 3 | 4 | 4 | 8 | 2 |
| House of Corrections | | | | | |
| Male | 40 | 29 | 31 | 33 | 36 |
| Female | 13 | 15 | 13 | 12 | 12 |
| Pre-Trial Inmates | | | | | |
| Male | 19 | 23 | 19 | 22 | 9 |
| Female | 7 | 4 | 4 | 3 | 1 |
| Protective Custody | | | | | |
| Male | 0 | 0 | 0 | 0 | 0 |
| Female | 0 | 0 | 0 | 1 | 0 |
| Total In-House Population | 79 | 71 | 67 | 71 | 58 |
| In-House Breakdown by Unit | | | | | |
| Unit 1 | 16 | 22 | 18 | 25 | 19 |
| Unit 2 | 8 | 8 | 6 | 6 | 5 |
| Unit 3 | 15 | 13 | 13 | 14 | 8 |
| OBS | 2 | 1 | 1 | 3 | 1 |
| Jail Total | 41 | 44 | 38 | 48 | 33 |
| Male Flex | 12 | 7 | 9 | 9 | 9 |
| Male Treatment | 7 | 3 | 2 | 2 | 5 |
| Male Work Release | 8 | 6 | 7 | 4 | 3 |
| Female Flex | 4 | 7 | 4 | 4 | 3 |
| Female Treatment | 2 | 1 | 1 | 4 | 5 |
| Female Work Release | 5 | 3 | 1 | 0 | 0 |
| CCC Total | 38 | 27 | 24 | 23 | 25 |
| Pre-Trial Services | | | | | |
| Male | 6 | 10 | 12 | 15 | 14 |
| Female | 9 | 11 | 14 | 10 | 10 |
| Inmates from Other Facilities | | | | | |
| NHSP (Males) | 3 | 3 | 2 | 1 | 2 |
| Rockingham County | 2 | 4 | 3 | 3 | 1 |

Sullivan County Department of Corrections
Population Data

A.2

| 2014 | January | February | March | April | May |
|---|---------|----------|-------|-------|-----|
| Cheshire County | 1 | | 1 | 1 | 1 |
| Other Census Data | | | | | |
| CIP | | | | | |
| Male | 3 | 3 | 1 | 0 | 0 |
| Female | 1 | 1 | 1 | 1 | 2 |
| Cheshire County | | | | | |
| Male | 4 | 4 | 4 | 4 | 3 |
| Female | 1 | 1 | 2 | 2 | 2 |
| Grafton County | | | | | |
| Male | 1 | 1 | 1 | 1 | 1 |
| Female | 1 | 1 | 1 | 1 | 1 |
| Hillsborough County | | | | | |
| Male | 1 | 1 | 1 | 1 | 1 |
| Female | 0 | 0 | 0 | 0 | 0 |
| Merrimack County | | | | | |
| Male | 2 | 2 | 2 | 0 | 0 |
| Female | 0 | 0 | 0 | 0 | 0 |
| Rockingham County | | | | | |
| Male | 1 | 2 | 1 | 1 | 1 |
| Female | 0 | 0 | 0 | 0 | 0 |
| Strafford County | | | | | |
| Male | 1 | 2 | 0 | 0 | 0 |
| Female | 0 | 0 | 0 | 0 | 0 |
| NHSP/SPU/VTSP | | | | | |
| Male | 5 | 7 | 8 | 10 | 9 |
| Female | 1 | 1 | 1 | 1 | 1 |
| Phoenix House | | | | | |
| Male | 0 | 0 | 0 | 0 | 0 |
| Female | 0 | 0 | 0 | 0 | 0 |
| Weekender | | | | | |
| Male | 1 | 1 | 1 | 0 | 0 |
| Female | 0 | 0 | 0 | 0 | 0 |
| Total Other | 23 | 27 | 24 | 22 | 22 |
| TOTAL CENSUS POPULATION | 102 | 98 | 91 | 109 | 88 |
| Pretrial Services is a separate total from Total Census Population. | | | | | |



Tina L. Nadeau
Chief Justice

The State of New Hampshire
Superior Court

May 7, 2014

Superior Court Center
45 Chenell Drive, Suite 1
Concord, N.H. 03301
Tel. (603) 271-2030

Ross L. Cunningham, Superintendent
Sullivan County Dept of Corrections
103 County Farm Road
Claremont NH 03743

Dear Superintendent Cunningham:

You are invited to attend an all-day conference on September 19, 2014, at the Holiday Inn in Concord to address the initiative to file felonies first in Superior Court. Invitees include County Attorneys, Public Defenders, representatives from the private defense bar, judges, court clerks, Superintendents, law enforcement, County Commissioners, Sheriffs and State legislators.

This initiative seeks to change our current process of filing felonies in Circuit Court, transferring them to Superior Court after several months, and duplicating the initiating process in Superior Court. Instead, we will demonstrate the efficiencies that will be realized by filing felonies in the first instance in Superior Court, thereby eliminating 2 – 4 months of delay in the overall process of resolving cases. We believe this change will promote the efficient and fair resolution of cases and makes sense for all of us in the justice system. This change will also result in savings at the County level by reducing the number of days defendant spend in jail awaiting trial. In addition, defendants not in custody will be placed in the appropriate level of supervision close in time to the illegal conduct. Finally, we will discuss the latest research in evidence-based practices.

By now, I have met with some of you regarding this plan. You have already provided valuable and productive input and this conference will be designed to build on what you have offered, and to receive input from other criminal justice stakeholders.

At the conference we hope to address the concerns of each interested party and begin to design a system that improves the delivery of justice for all of us in the criminal justice system. We will be forming local county teams who will meet in breakout group sessions to begin the process of identifying issues that need to be resolved within their counties. We will also allot time during the day for the various disciplines to meet.

I recognize that for any system to work, everyone who is affected by change should have a chance to influence it. I suspect that any one of us, if given the opportunity, could design a system that satisfies our own needs. Each of us has a role to play in the criminal justice system, but confronting problems and searching for solutions from only our perspective can become a confining endeavor. I invite you to step out of your role for a day and help achieve the most effective system possible.

In early July, we will send out registration information, so please save the September 19th date.

Sincerely,

A handwritten signature in cursive script that reads "Tina L. Nadeau".

Chief Justice

Appendix C.

Apr 2014

| MEDICARE | | | | | | | |
|----------------------|--------------------|---------------------------------|-----------------|------------------------------|--------------|------------------------|--------------|
| | Apr 2013 Actual | Apr 2013 AVG DAILY CENSUS | Apr 2014 Actual | Apr 2014 AVG DAILY CENSUS | BUDGETED | BUDGETED AVG CENSUS | VARIANCE |
| CENSUS: | 219 | 7 | 215 | 7 | 270 | 9 | -55 |
| REVENUE | \$101,136.93 | | \$98,243.02 | | \$128,250.00 | | -\$30,006.98 |
| AVERAGE RATE PER DAY | \$461.81 | | \$456.94 | | \$475.00 | | -\$18.06 |

| PRIVATE | | | | | | | |
|----------------------|--------------------|---------------------------------|-----------------|------------------------------|--------------|------------------------|--------------|
| | Apr 2013 Actual | Apr 2013 AVG DAILY CENSUS | Apr 2014 Actual | Apr 2014 AVG DAILY CENSUS | BUDGETED | BUDGETED AVG CENSUS | VARIANCE |
| CENSUS: | 423 | 14 | 398 | 13 | 540 | 18 | -142 |
| REVENUE | \$109,665.00 | | \$108,170.00 | | \$143,100.00 | | -\$34,930.00 |
| AVERAGE RATE PER DAY | \$259.26 | | \$271.78 | | \$265.00 | | \$6.78 |

| MEDICAID | | | | | | | |
|----------------------|--------------------|---------------------------------|-----------------|------------------------------|--------------|------------------------|-------------|
| | Apr 2013 Actual | Apr 2013 AVG DAILY CENSUS | Apr 2014 Actual | Apr 2014 AVG DAILY CENSUS | BUDGETED | BUDGETED AVG CENSUS | VARIANCE |
| CENSUS: | 3,415 | 114 | 3,418 | 114 | 3,330 | 111 | 88 |
| REVENUE | \$497,360.60 | | \$548,281.38 | | \$484,981.20 | | \$63,300.18 |
| AVERAGE RATE PER DAY | \$145.64 | | \$160.41 | | \$145.64 | | \$14.77 |

| HCBC (RESPITE) | | | | | | | |
|----------------------|--------------------|---------------------------------|-----------------|------------------------------|----------|------------------------|----------|
| | Apr 2013 Actual | Apr 2013 AVG DAILY CENSUS | Apr 2014 Actual | Apr 2014 AVG DAILY CENSUS | BUDGETED | BUDGETED AVG CENSUS | VARIANCE |
| CENSUS: | 0 | 0 | 8 | 0 | 0 | 0 | 8 |
| REVENUE | 0 | | \$1,282.56 | | \$416.67 | | \$865.89 |
| AVERAGE RATE PER DAY | \$160.32 | | \$160.32 | | | | \$0.00 |

| INSURANCE/MNGD CARE | | | | | | | |
|----------------------|--------------------|---------------------------------|-----------------|------------------------------|------------|------------------------|-------------|
| | Apr 2013 Actual | Apr 2013 AVG DAILY CENSUS | Apr 2014 Actual | Apr 2014 AVG DAILY CENSUS | BUDGETED | BUDGETED AVG CENSUS | VARIANCE |
| CENSUS: | 26 | 1 | 30 | 1 | 0 | 0 | 30 |
| REVENUE | \$15,850.64 | | \$18,504.60 | | \$2,876.71 | | \$15,627.89 |
| AVERAGE RATE PER DAY | \$609.64 | | \$616.82 | | \$350.00 | | \$266.82 |

| | Apr 2013 Actual | Apr 2013 AVG DAILY CENSUS | Apr 2014 Actual | Apr 2014 AVG DAILY CENSUS | BUDGETED | BUDGETED AVG CENSUS | VARIANCE |
|----------------|--------------------|---------------------------------|-----------------|------------------------------|--------------|------------------------|-------------|
| TOTAL CENSUS | 4,083 | | 4,069 | | 0 | | |
| AVERAGE CENSUS | | 136.1 | | 136 | | 138.0 | |
| | \$724,013.17 | | \$774,481.56 | | \$759,624.58 | | \$14,856.98 |

| MEDICARE B REVENUE | | | | | | | |
|--------------------------------|--------------------|--|-----------------|--|--------------|--|-------------|
| | Apr 2013 Actual | | Apr 2014 Actual | | BUDGETED | | VARIANCE |
| | \$56,644.61 | | \$29,239.99 | | \$34,023.45 | | -\$4,783.46 |
| | \$780,657.78 | | \$803,721.55 | | \$793,648.03 | | \$10,073.52 |
| TOTAL MONTHLY REVENUE VARIANCE | | | | | | | \$10,073.52 |

39.

SCHC Revenue Review thru 04/30/2014

| | Annual Budget | 304 Days YTD Budget | YTD | Variance | |
|------------------------------|---------------|------------------------|-----------|-----------|-----------------------------|
| Medicaid | 5,900,605 | 4,914,476 | 5,348,065 | 433,588 | |
| Private | 1,741,050 | 1,450,080 | 1,092,083 | (357,997) | |
| Insurance/Managed Care | 35,000 | 29,151 | 53,598 | 24,448 | |
| Respite (HCBC) | 5,000 | 4,164 | 6,668 | 2,504 | |
| Medicaid Assessment | 1,296,480 | 972,360 | 1,552,083 | 579,723 | Paid quarterly (3 payments) |
| Medicare Part B (Total) | 413,952 | 344,771 | 383,550 | 38,779 | |
| Medicare Part A | 1,560,375 | 1,299,600 | 941,551 | (358,049) | |
| Proshare | 1,762,875 | | | - | Paid at end of FY |
| Net Variance from Operations | | 9,014,603 | 9,377,598 | 362,996 | |
| Misc Income | 20,000 | 16,658 | 20,488 | 3,831 | |
| Cafeteria | 17,500 | 14,575 | 21,509 | 6,934 | |
| Meals | 340,051 | 283,221 | 283,376 | 155 | |
| YTD Variance | 13,092,888 | 9,329,056 | 9,702,972 | 373,916 | |

Medicare Length of Stay Analysis

Sullivan County Health Care (SC)

Page 1 of 1
5/16/2014 1:18 PM
AR7400A

| | Apr 2014 | Mar 2014 | Feb 2014 | Jan 2014 | Dec 2013 | Nov 2013 | Oct 2013 | Sep 2013 | Aug 2013 | Jul 2013 | Jun 2013 | May 2013 | 12 Mos. | Calendar YTD |
|---|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Total Admits & Readmits (All payer types) | 5 | 7 | 4 | 9 | 5 | 1 | 9 | 4 | 13 | 8 | 8 | 6 | 79 | 25 |
| MCR # Admits & Readmits | 3 | 5 | 1 | 8 | 3 | 1 | 5 | 3 | 7 | 5 | 4 | 5 | 50 | 17 |
| MCR # Discharges from facility | 3 | 2 | 2 | 2 | 2 | 1 | | | 7 | 4 | 1 | 4 | 28 | 9 |
| MCR Discharged LOS | 49.3 | 20.0 | 45.0 | 45.5 | 42.0 | 46.0 | | | 24.4 | 27.3 | 2.0 | 24.8 | 31.4 | 41.0 |
| MCR # End or A/R Change | 1 | 3 | 3 | 2 | 1 | 2 | 1 | 2 | 2 | | 3 | 5 | 25 | 9 |
| MCR End or A/R Change LOS | 100.0 | 53.7 | 82.0 | 61.0 | 92.0 | 72.0 | 9.0 | 60.0 | 19.0 | | 28.7 | 50.6 | 54.8 | 69.9 |
| Total Average MCR LOS | 62.0 | 40.2 | 67.2 | 53.3 | 58.7 | 63.3 | 9.0 | 60.0 | 23.2 | 27.3 | 22.0 | 39.1 | 42.5 | 55.4 |
| Total MCR Days | 215 | 209 | 214 | 254 | 204 | 171 | 181 | 108 | 152 | 118 | 123 | 163 | 2112 | 892 |
| Rehab RUGs | 215 | 199 | 214 | 254 | 204 | 171 | 181 | 108 | 152 | 118 | 121 | 157 | 2094 | 882 |
| % of Total MCR Days | 100% | 95% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 98% | 96% | 99% | 99% |
| Non-Rehab RUGs | | 10 | | | | | | | | | 2 | 6 | 18 | 10 |
| % of Total MCR Days | | 5% | | | | | | | | | 2% | 4% | 1% | 1% |
| Default Days | | | | | | | | | | | | | | |
| % of Total MCR Days | | | | | | | | | | | | | | |
| A ADL (low dependency) | 81 | 106 | 77 | 123 | 82 | 49 | 47 | 23 | 59 | 80 | 55 | 87 | 869 | 387 |
| % of Total MCR Days | 38% | 51% | 36% | 48% | 40% | 29% | 26% | 21% | 39% | 68% | 45% | 53% | 41% | 43% |
| B ADL (medium dependency) | 100 | 44 | 76 | 46 | | 16 | 26 | 31 | 44 | 21 | 28 | 52 | 484 | 266 |
| % of Total MCR Days | 47% | 21% | 36% | 18% | | 9% | 14% | 29% | 29% | 18% | 23% | 32% | 23% | 30% |
| C ADL (high dependency) | 34 | 59 | 61 | 85 | 122 | 106 | 108 | 54 | 49 | 17 | 40 | 24 | 759 | 239 |
| % of Total MCR Days | 16% | 28% | 29% | 33% | 60% | 62% | 60% | 50% | 32% | 14% | 33% | 15% | 36% | 27% |
| Medicare Net Revenue | \$98,243 | \$96,038 | \$100,126 | \$123,022 | \$99,670 | \$87,624 | \$98,528 | \$55,801 | \$69,060 | \$56,287 | \$56,056 | \$67,346 | \$1,007,799 | \$417,429 |

Sullivan County Nursing Home
Quarterly Resident Census

Resident Census - FY 14

| | TOTAL DAYS | MEDICAID | PRIVATE | SKILLED | HCBC | MANAGED | LEAVE | TOTAL DAYS | | | | | | | |
|--------------|------------|----------|---------|---------|---------|---------|---------|------------|---------|-----|---------|-----|---------|--------|---------|
| | AVAILABLE | DAYS | DAYS | DAYS | RESPITE | CARE | DAYS | FILLED | | | | | | | |
| Jul-13 | 4836 | 3481 | 85.42% | 476 | 11.68% | 118 | 2.90% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 4075 | 84.26% |
| Aug-13 | 4836 | 3534 | 86.64% | 385 | 9.44% | 152 | 3.73% | 6 | 0.15% | 0 | 0.00% | 2 | 0.05% | 4079 | 84.35% |
| Sep-13 | 4680 | 3448 | 87.74% | 372 | 9.47% | 108 | 2.75% | 1 | 0.03% | 0 | 0.00% | 1 | 0.03% | 3930 | 83.97% |
| 1ST QUARTER | 14,352 | 10,463 | 86.59% | 1,233 | 10.20% | 378 | 3.13% | 7 | 0.06% | 0 | 0.00% | 3 | 0.02% | 12,084 | 84.20% |
| Oct-13 | 4836 | 3456 | 83.86% | 448 | 10.87% | 181 | 4.39% | 7 | 0.17% | 28 | 0.68% | 1 | 0.02% | 4121 | 85.22% |
| Nov-13 | 4680 | 3397 | 84.88% | 421 | 10.52% | 171 | 4.27% | 0 | 0.00% | 13 | 0.32% | 0 | 0.00% | 4002 | 85.51% |
| Dec-13 | 4836 | 3453 | 83.24% | 472 | 11.38% | 204 | 4.92% | 0 | 0.00% | 19 | 0.46% | 0 | 0.00% | 4148 | 85.77% |
| 2ND QUARTER | 14,352 | 10,306 | 83.99% | 1,341 | 10.93% | 556 | 4.53% | 7 | 0.06% | 60 | 0.49% | 1 | 0.01% | 12,271 | 85.50% |
| Jan-14 | 4836 | 3501 | 83.58% | 412 | 9.84% | 254 | 6.06% | 20 | 0.48% | 0 | 0.00% | 2 | 0.05% | 4189 | 86.62% |
| Feb-14 | 4368 | 3256 | 85.44% | 340 | 8.92% | 214 | 5.62% | 0 | 0.00% | 0 | 0.00% | 1 | 0.03% | 3811 | 87.25% |
| Mar-14 | 4836 | 3548 | 85.35% | 393 | 9.45% | 209 | 5.03% | 0 | 0.00% | 7 | 0.17% | 0 | 0.00% | 4157 | 85.96% |
| 3RD QUARTER | 14,040 | 10,305 | 84.77% | 1,145 | 9.42% | 677 | 5.57% | 20 | 0.16% | 7 | 0.06% | 3 | 0.02% | 12,157 | 86.59% |
| Apr-14 | 4680 | 3418 | 84.00% | 398 | 9.78% | 215 | 5.28% | 8 | 0.20% | 30 | 0.74% | 0 | 0.00% | 4069 | 86.94% |
| May-14 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! |
| Jun-14 | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | 0 | #DIV/0! |
| 4TH QUARTER | 4,680 | 3,418 | 84.00% | 398 | #DIV/0! | 215 | #DIV/0! | 8 | 0.20% | 30 | 0.74% | 0 | 0.00% | 4,069 | 86.94% |
| FY '13 TOTAL | 47,424 | 34,492 | 85.00% | 4,117 | 10.15% | 1,826 | 4.50% | 42 | 0.10% | 97 | 0.24% | 7 | 0.02% | 40,581 | 85.57% |
| YTD AVG. | | 113.5 | | 13.5 | | 6.0 | | 0.1 | | 0.3 | | 0.0 | | 133.5 | |

Avg
Census

131.3

Leave MLOA-home MCD-2
Leave MLOA-home MCD-1

Leave Private -1

133.4

Leave Private - 1; MCD - 1

Leave MCD - 1

135.1

135.6

Resident Census - FY 13

| | TOTAL DAYS | MEDICAID | PRIVATE | SKILLED | HCBC | MANAGED | LEAVE | TOTAL DAYS | | | | | | | |
|--------------|------------|----------|---------|---------|---------|---------|-------|------------|-------|-----|-------|-----|-------|--------|--------|
| | AVAILABLE | DAYS | DAYS | DAYS | RESPITE | CARE | DAYS | FILLED | | | | | | | |
| Jul-12 | 4836 | 3331 | 77.68% | 581 | 13.55% | 339 | 7.91% | 5 | 0.12% | 29 | 0.68% | 3 | 0.07% | 4288 | 88.67% |
| Aug-12 | 4836 | 3400 | 79.35% | 607 | 14.17% | 265 | 6.18% | 7 | 0.16% | 6 | 0.14% | 0 | 0.00% | 4285 | 88.61% |
| Sep-12 | 4680 | 3199 | 80.54% | 580 | 14.60% | 188 | 4.73% | 0 | 0.00% | 0 | 0.00% | 5 | 0.13% | 3972 | 84.87% |
| 1ST QUARTER | 14,352 | 9,930 | 79.16% | 1,768 | 14.09% | 792 | 6.31% | 12 | 0.10% | 35 | 0.28% | 8 | 0.06% | 12,545 | 87.41% |
| Oct-12 | 4836 | 3319 | 79.17% | 606 | 14.46% | 252 | 6.01% | 0 | 0.00% | 13 | 0.31% | 2 | 0.05% | 4192 | 86.68% |
| Nov-12 | 4680 | 3333 | 78.65% | 557 | 13.14% | 298 | 7.03% | 5 | 0.12% | 40 | 0.94% | 5 | 0.12% | 4238 | 90.56% |
| Dec-12 | 4836 | 3354 | 78.25% | 607 | 14.16% | 320 | 7.47% | 2 | 0.05% | 1 | 0.02% | 2 | 0.05% | 4286 | 88.63% |
| 2ND QUARTER | 14,352 | 10,006 | 78.69% | 1,770 | 13.92% | 870 | 6.84% | 7 | 0.06% | 54 | 0.42% | 9 | 0.07% | 12,716 | 88.60% |
| Jan-13 | 4836 | 3282 | 78.03% | 622 | 14.79% | 301 | 7.16% | 0 | 0.00% | 0 | 0.00% | 1 | 0.02% | 4206 | 86.97% |
| Feb-13 | 4368 | 3082 | 79.31% | 551 | 14.18% | 253 | 6.51% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 3886 | 88.97% |
| Mar-13 | 4836 | 3462 | 81.96% | 542 | 12.83% | 220 | 5.21% | 0 | 0.00% | 0 | 0.00% | 0 | 0.00% | 4224 | 87.34% |
| 3RD QUARTER | 14,040 | 9,826 | 79.78% | 1,715 | 13.92% | 774 | 6.28% | 0 | 0.00% | 0 | 0.00% | 1 | 0.01% | 12,316 | 87.72% |
| Apr-13 | 4680 | 3406 | 83.42% | 461 | 11.29% | 189 | 4.63% | 0 | 0.00% | 26 | 0.64% | 1 | 0.02% | 4083 | 87.24% |
| May-13 | 4836 | 3424 | 83.27% | 486 | 11.82% | 163 | 3.96% | 6 | 0.15% | 31 | 0.75% | 2 | 0.05% | 4112 | 85.03% |
| Jun-13 | 4680 | 3360 | 84.00% | 491 | 12.28% | 123 | 3.08% | 0 | 0.00% | 25 | 0.63% | 1 | 0.03% | 4000 | 85.47% |
| 4TH QUARTER | 14,196 | 10,190 | 83.56% | 1,438 | 11.79% | 475 | 3.89% | 6 | 0.05% | 82 | 0.67% | 4 | 0.03% | 12,195 | 85.90% |
| FY '12 TOTAL | 56,940 | 39,952 | 80.27% | 6,691 | 13.44% | 2,911 | 5.85% | 25 | 0.05% | 171 | 0.34% | 22 | 0.04% | 49,772 | 87.41% |
| YTD AVG. | | 109.5 | | 18.3 | | 8.0 | | 0.1 | | 0.5 | | 0.1 | | 136.4 | |

Avg
Census

136.4

(2-pvt leave)

138.2

(1-pvt leave)

136.8

134.0

Note: This report includes only the selection criteria listed below.

Effective Date From 4/1/2014 Thru 4/30/2014

Status: All

Sort: AR Type

Summary Admission / Discharge Report

Sullivan County Health Care (SC)

Admissions (Includes Readmits)

Page 1 of 2

05/16/2014 1:20 PM

RI6300B

| <i>A/R Type</i> | <i>From/To</i> | <i>Admissions</i> | <i>Readmits</i> | <i>Discharges</i> |
|---------------------|--------------------------|-------------------|-----------------|-------------------|
| HCB | 1 Private home/apartment | 1 | 0 | 0 |
| | HM Home | 0 | 0 | 0 |
| | <i>HCB Subtotal</i> | 1 | 0 | 0 |
| <hr/> | | | | |
| MCD | 20 Expired in Facility | 0 | 0 | 1 |
| | HP Hospital | 0 | 1 | 1 |
| | <i>MCD Subtotal</i> | 0 | 1 | 2 |
| <hr/> | | | | |
| MRA | 5 Acute care hospital | 0 | 1 | 0 |
| | HM Home | 1 | 0 | 3 |
| | HP Hospital | 0 | 1 | 0 |
| <i>MRA Subtotal</i> | 1 | 2 | 3 | |
| <hr/> | | | | |
| PVT | 1 Private home/apartment | 0 | 0 | 0 |
| | 20 Expired in Facility | 0 | 0 | 1 |
| | HM Home | 0 | 0 | 0 |
| <i>PVT Subtotal</i> | 0 | 0 | 1 | |
| <hr/> | | | | |
| <i>Total</i> | | 2 | 3 | 6 |

Note: This report includes only the selection criteria listed below.

Effective Date From 7/1/2013 Thru 4/30/2014

Status: All

Sort: AR Type

Summary Admission / Discharge Report

Sullivan County Health Care (SC)

Admissions (Includes Readmits)

Page 1 of 2

05/16/2014 1:19 PM

RI6300B

| <i>A/R Type</i> | <i>From/To</i> | <i>Admissions</i> | <i>Readmits</i> | <i>Discharges</i> |
|-----------------|------------------------|-------------------|-----------------|-------------------|
| HCB | 1 Private home/apartme | 1 | 0 | 0 |
| | 5 Acute care hospital | 1 | 0 | 0 |
| | HM Home | 1 | 0 | 1 |
| | HP Hospital | 1 | 0 | 1 |
| | <i>HCB Subtotal</i> | 4 | 0 | 2 |
| INS | HP Hospital | 0 | 0 | 0 |
| | <i>INS Subtotal</i> | 0 | 0 | 0 |
| MCD | Unknown | 0 | 1 | 1 |
| | 20 Expired in Facility | 0 | 0 | 17 |
| | AL Assisted Living | 1 | 0 | 1 |
| | HM Home | 2 | 1 | 2 |
| | HP Hospital | 3 | 4 | 13 |
| | NH Nursing Home | 1 | 0 | 0 |
| | <i>MCD Subtotal</i> | 7 | 6 | 34 |
| MRA | Unknown | 0 | 0 | 0 |
| | 20 Expired in Facility | 0 | 0 | 5 |
| | 5 Acute care hospital | 1 | 1 | 0 |
| | AL Assisted Living | 0 | 0 | 1 |
| | HM Home | 1 | 2 | 14 |
| | HP Hospital | 23 | 13 | 3 |
| | NH Nursing Home | 0 | 0 | 0 |
| | <i>MRA Subtotal</i> | 25 | 16 | 23 |
| PVT | 1 Private home/apartme | 0 | 0 | 0 |
| | 2 Private home/apartme | 0 | 0 | 0 |
| | 20 Expired in Facility | 0 | 0 | 2 |
| | 5 Acute care hospital | 0 | 0 | 0 |
| | AL Assisted Living | 0 | 0 | 1 |
| | HM Home | 1 | 0 | 0 |
| | HP Hospital | 1 | 0 | 1 |
| | NH Nursing Home | 2 | 0 | 1 |
| | <i>PVT Subtotal</i> | 4 | 0 | 5 |
| MRP | HP Hospital | 2 | 1 | 0 |
| | <i>MRP Subtotal</i> | 2 | 1 | 0 |
| <i>Total</i> | | 42 | 23 | 64 |

Month-end Aged Analysis

Sullivan County Health Care (SC)
For the Month of Apr, 2014

| Type Balance | Apr/ | Mar/ | Feb/ | Jan/ | Dec/ | Nov/ | Oct/ | Sep/ | Aug/ | Jul/ | Jun/ | May/ | Apr/ | Balance |
|------------------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|---------------------|
| Aged Analysis Summary | | | | | | | | | | | | | | |
| HCB | 1,282.56 | | | 3,206.40 | | | 1,122.24 | 160.32 | 961.92 | | | | 78.92 | 6,812.36 |
| INS | 13,689.25 | 15,388.11 | 10,721.69 | 207.02 | 1,107.74 | 1,203.53 | 5,928.81 | 147.03- | 182.06 | | 60.39 | 30.82 | 5,178.02 | 53,550.41 |
| MCD | 436,726.73 | 18,405.85 | 24,880.34 | 11,707.57 | | 5,965.50 | 2,121.14 | | 4,348.26 | 2,121.14 | 145.64 | 1,557.56 | 42,036.55 | 550,016.28 |
| MCP | | | | | | | | | | | | | | |
| MRA | 75,595.02 | 9,670.85 | 11,211.02 | 9,720.07 | 0.01- | | | | | | | 0.01 | 5,211.59- | 100,985.37 |
| MRB | 23,296.04 | 4,877.69 | 7,960.12 | 6,554.75 | 364.46 | 26,417.81 | 1,647.63 | | 2,050.29 | 35.66 | 326.45 | 432.92 | 12,484.00 | 86,447.82 |
| MXA | 10,336.00 | 11,096.00 | 4,975.00 | 4,297.00 | 7,273.00 | 3,869.00 | 2,812.00 | | | | 888.00 | 9,828.27 | 45,845.20 | 101,219.47 |
| MXB | 3,198.70 | 5,819.76 | 2,497.34 | 2,250.10 | 590.23 | 4,691.64 | 1,550.53 | 2,553.51 | 1,975.01 | 583.04 | 941.15 | 1,922.75 | 6,618.39 | 35,192.15 |
| PVT | 25,884.98 | 12,719.51 | 6,863.30 | 14,266.80 | 16,313.60 | 14,747.60 | 16,243.27 | 17,682.90 | 15,166.37 | 13,090.06 | 10,866.80 | 8,931.94 | 236,238.60 | 409,015.73 |
| RES | 10,785.70 | 144.30 | 300.00 | 2,062.60 | 157.42 | 173.61 | 593.74 | 815.36 | 1,646.36 | 1,380.82 | 1,380.82 | 1,380.82 | 35,166.40 | 55,987.95 |
| PHC | | | | | | | | | | | | | | |
| HST | | | | | | | | | | | | | | |
| PIN | | | | | | | | | | | | | | |
| HSR | | | | | | | | | | | | | | |
| MRP | 18,504.60 | 4,317.74 | | | 158.04 | | | | | | 2,438.56 | 18,898.84 | 15,850.64 | 60,168.42 |
| AIN | | | | | | | | | | | | | | |
| Totals: | 619,299.58 | 82,439.81 | 69,408.81 | 54,272.31 | 25,964.48 | 57,068.69 | 32,019.36 | 21,065.06 | 26,330.27 | 17,210.72 | 17,047.81 | 42,983.93 | 394,285.13 | 1,459,395.96 |
| | 42.44% | 5.65% | 4.76% | 3.72% | 1.78% | 3.91% | 2.19% | 1.44% | 1.80% | 1.18% | 1.17% | 2.95% | 27.02% | 100.00% |

Jessie Levine

From: John Cressy <jcressy@sullivancountynh.gov>
Sent: Friday, May 16, 2014 1:05 PM
To: jlevine@sullivancountynh.gov
Subject: FW: 2014 Drinking Water SRF Pre-Application Solicitation

Any interest in looking further into this?

John Cressy
 Facilities Director
 Sullivan County, NH
 03743
 (603) 542-9511 ext. 273

From: McKenna, Johnna [mailto:Johnna.McKenna@des.nh.gov]
Sent: Friday, May 16, 2014 12:46 PM
To: McKenna, Johnna
Subject: 2014 Drinking Water SRF Pre-Application Solicitation

FY 2014 PRE-APPLICATION SOLICITATION NH DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM

The New Hampshire Department of Environmental Services (DES) is now accepting pre-applications for the 2014 Drinking Water State Revolving Fund (DWSRF) for infrastructure projects. Some examples include replacing pipes and pump houses, or rehabilitating tanks and treatment systems.

You may submit an application online at: <https://www.surveymonkey.com/s/DWSRF2014PREAPP>

DEADLINE FOR SUBMITTING PRE-APPLICATIONS IS **JUNE 27th, 2014**

| Current Interest Rates (subject to change) | |
|--|--------|
| 5 Year Term | 1.06% |
| 10 Year Term | 2.12% |
| 15 Year Term | 3.18% |
| 20 Year Term | 3.392% |

*30 year term at 3.392% is available to systems that qualify as disadvantaged

The program will include **principal forgiveness** for eligible disadvantaged, year-round communities with median household income below the state-wide average and high water rates.

A joint Clean Water / Drinking Water SRF informational meeting will be held in the DES Auditorium **on June 5, 2014** from 9:00-12:00. Registration for the meeting is not required however for planning purposes please RSVP to Dan Fenno by May 30, 2014 at daniel.fenno@des.nh.gov.

To learn more about the program and about what types of projects are funded through the DWSRF check out a copy of our first edition SRF Construction Report on the web at <http://des.nh.gov/organization/commissioner/pip/publications/wd/documents/r-wd-13-01.pdf>

For more information please contact myself or Dan Dudley at 271-2953.

Johnna McKenna
NH Department of Environmental Services
Drinking Water & Groundwater Bureau
29 Hazen Drive PO Box 95
Concord, NH 03302-0095
603-271-7017 (office)
603-271-5171 (fax)
Johnna.mckenna@des.nh.gov

2014-2015 Information Technology Management Contract

An agreement for Competitive Computers, Inc. to provide comprehensive IT management services to Sullivan County for one year.

Contract Framework: This contract (agreement) is designed to provide a structured framework for a partnership between all departments of Sullivan County (the "Client") and Competitive Computers Inc. (the "Vendor" or "CCI").

The specific obligations encumbered by both parties will be defined in an attempt to avoid common misunderstandings and to ensure that fair and reasonable expectations are clearly understood by both the vendor and the client.

Fundamentally this agreement represents a transfer of many technology management responsibilities to CCI. In the spirit of a cooperative partnership it is expected that a reasonable attempt will be made to address problems that are brought forward. Such issues shall be discussed and resolved circumstantially to the mutual satisfaction of the client and vendor whenever possible. If a situation occurs that cannot be resolved in this fashion then it is the purpose of this contract to provide clarification of the agreed responsibilities of both parties so that such a resolution can be reached.

A. General Terms of the Agreement

1. Duration: This agreement shall commence May 12, 2014 and will expire May 9, 2015.
2. Scope of Coverage: This agreement pertains to the following data processing resources at all departments of Sullivan County:
 - Network routers, switches, firewall devices, and other network attached peripherals
 - Network wiring
 - Servers (physical and virtual)
 - Desktop computers joined to any domain
 - Notebook computers joined to any domain
 - Printers connected to the network or any PC or notebook computer that is joined to any domain
 - Monitors, LCD Projectors, and other audio/visual devices used in conjunction with computers
 - Computer connected peripherals such as scanners and USB devices
 - Operating systems software on any domain joined PC, notebook, or server
 - Utility and application software loaded on any domain joined PC, notebook, or server

This agreement specifically excludes the following:

- Any and all hardware, software, or peripherals not owned by Sullivan County;
- Computing devices not joined to any domain;
- Audio visual equipment that is not used with computers such as overhead projectors, televisions, intercom systems, clocks, and lighting.

There are certain pieces of technology that the Vendor will support but for which it has little or no training or experience to leverage. Shared multifunction copier/printer/scanner equipment is an example. A best effort will be made by the Vendor to accommodate such requests; however such support may not be comprehensive and the Vendor will need to work with the vendors of such equipment to handle some issues.

3. Disputes and Arbitration: If a dispute arises between the Vendor and Client that is not resolved after being fully escalated it can be arbitrated by a 3rd party. The 3rd party may be an individual or a group of individuals acceptable to both parties. Acceptance of the arbitrator shall be in writing by both parties. After hearing both sides of the dispute it will be the arbitrator's role to decide what course of action or compromise will be recommended. Any cost for arbitration will be split evenly by the Vendor and Client.
4. Rights to Renew: The Vendor has the right to offer a renewal or replacement of this agreement and can refuse to offer either without cause. A replacement agreement may be offered with changes to the scope of obligations, pricing and other conditions herein as the vendor sees fit.

The Vendor is required to provide the client with a written notification of intentions no later than March 1st 2015. If a replacement agreement is offered, it shall be provided at this time.

The Client is under no obligation to accept a renewal or replacement agreement if offered by the Vendor. However the Client is required to indicate in writing within 30 days of expiration, their intentions with respect to the Vendors offer.

The Client has the right to negotiate the terms of a renewal or replacement agreement but shall detail their terms in writing within 10 days of an offer by the Vendor to enter into a new contract.

5. Rights to Extend: This agreement may be extended on a month to month basis by mutual written consent of both parties. All terms and conditions shall remain in effect for the duration of the extension.
6. Premature Cancellation: This agreement may be terminated at any time by mutual consent for any reason. Either party may prematurely cancel this agreement with a 30 day advance written notice in the event of gross violations of the terms and conditions herein. Such a cancellation must clearly state the cause and is subject to an appeal by the other party to independent arbitration, and the other party shall have the opportunity to rectify the situation during the 30 days. If the situation is not resolved to the satisfaction of the terminating party, then the termination shall be effective in 15 days, notwithstanding the parties' ability to appeal to independent arbitration.

a. Penalties, Refunds and Cancellation Housekeeping:

If the Client cancels the agreement prematurely:

- The Vendor will, if allowed, be responsible for the removal of all managed service agent software provided through this agreement across the Client network and must complete this action within 45 days of receiving a written cancellation notice.
- The Vendor must refund any remaining credits after deducting any outstanding invoices to the Client within 45 days of receiving a written cancellation notice.

If the Vendor cancels the agreement prematurely:

- The Vendor shall be responsible for the removal of all software provided through this agreement across the Client network and must complete this action within 30 days of providing written cancellation notice.
- The Vendor will continue to fulfill all obligations of this agreement for the 30 days following notification.
- The Vendor must refund any remaining credits after deducting outstanding invoices to the Client within 45 days of sending a written cancellation notice.

- The Vendor shall comply with information requests made by the Client and assist in any practical way to smoothly transition the Client to the care of another vendor or hired staff as is appropriate. Time committed to these efforts will be billable at a rate of \$80 per hour.

If the agreement concludes on May 9, 2015 and the Client chooses not to renew, the Vendor must refund any remaining credits after deducting outstanding invoices to the Client within 45 days without penalty.

7. Protection of Human Resources: The Vendor will expose the client to a team of well trained and talented human resources through the normal course of fulfilling obligations of this agreement. Should the Client offer employment or any form of contract services to any individual employed by Vendor currently or having been employed by the Vendor within the prior 12 months, it will be the obligation of the Client to pay the vendor a sum of \$25,000 within 30 days of hire.
8. Endorsements: Minor changes to this agreement may be made by mutual consent in the form of an endorsement. Such endorsements shall clearly indicate what section(s) of this agreement are being replaced or added to.
9. Onboarding: Sullivan County recognizes that a process of onboarding will be necessary at the outset of this agreement. The Vendor will begin this process on May 12. The target to complete onboarding is one week, during which agents will be rolled out to the systems and servers, support procedures will be detailed and distributed to the Client, authorized, administrative and technical contracts will be documented, and a schedule for assessment work will be established. The Vendor's ability to complete this process within the target week will depend in part on fluid communications and a high degree of cooperation by all departments of Sullivan County. During the onboarding process the Vendor will have a reduced capability to meet many obligations of this agreement.

B. Obligations of the Vendor

1. Management of the IT network in a workmanlike fashion: The Vendor shall maintain sufficient availability of technical human resources that are properly trained and motivated to ensure professional and timely handling of the technology needs of Sullivan County.
2. Service Management Software Solution: CCI will leverage service management software as a tool to capture, prioritize, track, and documents the work and resolutions to all the Client's service issues within the scope of this agreement.
3. Managed Service Platform: CCI will provide and install a managed service software agent on all network attached PCs, notebooks and servers designated by Sullivan County for inclusion under this agreement. Endpoint network antivirus and security software will also be provided.

CCI has the right to change the managed service platform as needed to fulfill obligations of this agreement.

4. Initial Network Assessment: CCI will conduct a thorough assessment at the outset of this contract. This will involve an information gathering phase, a report generation phase, and a report review and recommendations phase. The Assessment will take up to a month and will begin with a scheduled visit onsite to each department to gather the following information:
 - Detailed Asset Inventory: PC's, notebooks, servers, printers, switches, routers, firewalls, network appliances
 - Server Roles: What services and applications are servers providing today?

- Physical Network: What is the condition of wiring? Where are the switches, routers, servers and other network appliances located? What condition are these devices in? Is there wireless? Where are the access points and how is it working?
- Internet Connectivity: Who provides the connection? What kind of connection is it? What bandwidth is the vendor claiming and what is an actual bandwidth test indicating? What has the reliability been like? How has the vendor been when support is needed? What other departments share the connection? Do users have access through this connection from another site?
- Backup & DR: How is data backed up? What software and hardware is used? What are backup procedures?
- Security: What antivirus products are in use? What is the history of infection over the past few years? Have there been proven or suspected network intrusions? Who has remote access and to what resources? Are all systems, servers and applications patched? A detailed review of the state of firewalls will happen in this phase.
- Software: What applications are used? What support is available from software vendors? Where does the data get stored?
- Email & Web Presence: How is email hosted? How and where do users access email? What devices do they use? What domain names and websites exist? Where are they hosted? Who maintains them? What other vendors are involved and what support do they offer?
- Contacts: Who is the department head? Who are the technical contacts? What is the approval policy for authorizing work?
- Current Issues: What problems are users dealing with now or have been dealing with recently? What plans are there already in motion that involve IT? What is the level of confidence or frustration with the current state of IT from the perspective of management as well as end users?

In the report generation phase the following will be prepared and later discussed with the County Manager and various department heads later in the review and recommendations phase:

- PC, Notebook & Server Asset Summary: A spreadsheet that will list the department, asset tag #, system name, last user to login, version of Windows used, Processor type, system memory, and primary applications served or used. Each system will be assigned a value from 1-10 based on age and condition. Systems with a value of 3 or less should be planned for near term replacement.
- PC, Notebook & Server Detailed Inventory: A PDF report providing more details about each system, approximately one page per system.
- Server Role Summary: A spreadsheet listing each server and what roles and applications it is handling.
- Physical Network Report: A PDF report by department. Wiring condition will be summarized and if there are concerns we will recommend the wiring be certified. Switches, routers and network appliances will be listed and their role summarized. Router and firewall configurations and services will be detailed. Wireless networks will be documented in detail. A prioritized list of recommendations will be provided.
- Internet Connectivity Report: A spreadsheet listing each circuit, type, the WAN IP(s), the provider, stated and tested bandwidth, monthly cost and reliability according to users. Recommendations will be provided.
- Backup & DR Report: A PDF report listing each department, where data is stored, what software and hardware are used to back the data up, what the backup procedure is, what the retention policy is, and what the backup logs tell us about reliability. Recommendations will be provided.
- Security Report: A PDF report by department. We will list all security related software and hardware that is being used. The patch status of Operating Systems and applications in use will be summarized. Remote access will be summarized with the names and titles of users that have remote access listed with details of what they can access. Password policies will be documented. A

security audit will be done using a licensed software tool we provide that will provide a detailed review of current vulnerabilities. Recommendations will be provided.

- Software Report: A report summarizing the applications used, versions, vendors, and support statuses.
- Email & Web Presence Report: A report by department detailing what mail solution is used, what mail clients are used, and who or what provides the service. Websites will also be listed with details of who or what hosts the site and who updates it.
- Contact Summary Report: A PDF report by department listing the IT contacts and their roles. This report will define who we interact with and what they are permitted to have us do.
- Current Issues Report: A PDF report by department listing the problems, priorities, impressions and thoughts of the IT contacts as well as a random sampling of end users.
- Password Report: A password locked spreadsheet documenting every password we find on every kind of device or software or web portal it goes with.

5. Helpdesk: CCI will provide consistent phone and email coverage through a technically proficient staff located at the CCI offices in Claremont to accept or return calls and other communications related to open service tickets, coordinating service, and generally assist designated staff of Sullivan County with IT related matters.

- a. Hours of Coverage: The Vendor shall provide helpdesk and workboard management coverage from 8AM until 5PM on weekdays except Federal holidays.
- b. Additional Onsite Support Resources: Technicians will also be sent to the Client's sites as needed to handle service tickets and project work that cannot be completed by the regular visits above.
- c. Emergency Service: Serious problems affecting the network that impact large numbers of users will qualify for emergency service if requested by authorized County staff. The vendor will make every possible effort to address such problems remotely but if onsite service is required the level of effort will be extremely high. Use of the management team and after hours service will be provided if necessary to address an emergency.

6. Contract Performance Reviews: CCI will schedule and conduct formal performance reviews with the County Manager and designees in August 2014, December 2014, and March 2015. These meetings will be conducted at the Commissioner's Office or CCI conference room as determined by the County Manager. During the approximately 90 minutes planned for these meetings, the following agenda will be used.

- a. Service Ticket History – a summary and analysis of service tickets since contract inception or last Performance Review.
- b. Invoice Summary – planned vs. actual hours and cost to date.
- c. Customer Satisfaction Review – an opportunity for the County Manager and department heads to provide formal constructive criticism and a general assessment of their level of satisfaction with CCI's handling of contractual responsibilities and the general value of the partnership.
- d. Report Review – Reports generated from the Network Assessment will be updated and discussed.
- e. IT Project Review / Budget Planning – An opportunity to review completed projects and also to discuss details concerning current and planned projects. IT priorities from both the Vendor and Client's perspective will be discussed. Costs and impact on budget planning will be a focus area of this conversation.

These formal reviews are a non-billable obligation of the Vendor and will include management and technical representation. CCI will be responsible for taking minutes of these meetings and will provide the minutes to all parties present within 5 business days of the meeting's conclusion.

7. **Maintaining a Clear Management Structure:** The Vendor shall designate a team of technicians authorized to deliver service under this agreement. A Senior Account Manager and backup manager will be designated. The principal (owner) of CCI will be the final escalation resource for all matters concerning this agreement that are not resolved to the Client's satisfaction by his subordinates on this team.
8. **Service Level Agreements:** One service workboard will be used to track open service issues. A service level agreement defines the time targets and escalation paths that are associated with this workboard.

New service tickets will be created by CCI staff based on actionable alerts generated by the managed service agent when any of a wide range of issues affect the PCs, notebooks and servers that comprise the network.

New service tickets will also be created by County staff when they require technology assistance via an email sent to a designated help address that will generate a new service ticket from the email.

CCI staff in Claremont will monitor this board during business hours and will attempt to prioritize and resolve each ticket in a timely fashion.

The status of service tickets on this workboard must change from "new" to "in progress" within 1 business day of creation. Any service ticket that is not put in progress within 1 business day will automatically be escalated via a high priority email notification that will be dispatched to the Senior Account Manager at CCI.

Service tickets that are in progress must receive appropriate resources to ensure that they are resolved within a reasonable timeframe in consideration of the priorities and workload at the time. A service ticket that remains in progress for more than 3 business days will likewise be escalated via a high priority email notification that will be dispatched to the Senior Account Manager at CCI.

9. **Network Patch Management:** CCI will be responsible for patching Microsoft Operating Systems, Microsoft Office, and several common 3rd party applications such as Firefox, Flash, and Acrobat Reader on all PC's notebooks and servers covered by this agreement.

Patches shall be approved by CCI in a timely fashion and service tickets will be created to resolve issues with systems that fall behind approved patch levels.

10. **Asset Tracking, Inventory and Physical Labeling:** CCI will provide professional adhesive tracking labels for all PCs, notebooks and Servers. These vinyl ID tags will be manufactured to meet agreed requirements by Imagetek in Springfield VT. CCI will affix the labels to each system during the assessment phase and record it in our system where it will be referenced in reports and can help with remote support in identification. The cost of the labels including spares for future use will be passed along to the County.

A detailed and continuously updated system inventory will be maintained and can be provided electronically to the Client upon request.

11. **Technology and Budget Planning:** The Vendor will provide and price IT needs and wants to support budget planning. As the assets covered by this agreement increase or decrease and the budget of time needed to fulfill contractual obligations changes over time, the Vendor will advise the County Manager about projected contract fees within the pricing structure of this agreement. Together, this combination

will provide a framework for the County to use for IT budget planning. Time spent outside regular performance reviews in this capacity will be billed at the current hourly contract rate.

12. **Product Procurement:** All materials provided by the Vendor during the term of this contract will be offered at not more than 10% over Vendor's actual up front cost. The Client may request copies of Vendor's invoices at any time which will be promptly provided by Vendor.
13. **Clear, Fair Accurate and Detailed Billing:** The Vendor will bill the Client for monthly costs associated with this agreement with sufficient detail and accuracy to enable the Client's approval and payment process to be efficient and timely. Details concerning service hours will be available for review upon request and questions or concerns brought to the Vendor by the Client during the approval and payment process will be handled by the Vendor promptly.
14. **Confidentiality:** It is understood that Vendor staff will have access to information of a confidential nature in the course of fulfilling the obligations of this contract. At no time will such information be transferred to other parties in any way. This includes but is not limited to verbal discussions, written communications, or data that is property of Sullivan County. Additionally the Vendor will only access information required to provide the Client with necessary services and will make no attempt to access any information present on any Client system for any other purpose.
15. **Use of Subcontractors:** CCI does rely on a number of vendors for essential tools, training and support. The best example is Kaseya and Labtech, which are vital managed service tools. Use of subcontractors for direct fulfillment of obligations of this agreement requires written notification by the Vendor to the Client.
16. **Acknowledgements:** Competitive Computers acknowledges that it is an Independent Contractor and as such, shall receive no other compensation or considerations, such as those benefits, indemnifications and other considerations normally extended to employees of the County and is responsible for providing any required or voluntary benefits to its employees. Competitive Computers shall not compensate, in any way, a County officer or employee or any member of the family of such officer or employee in the performance of any work under this contract.

C. Obligations of the Client

1. **Maintaining a Clear Management Structure:** The Client shall create, maintain and provide CCI with a written list of staff with IT responsibilities. The role of each member of the staff must be clear and what level of authorization they have to engage the vendor under this agreement must be well defined.

In addition, the Client must designate not more than 15 individuals that may contact the Vendor directly by phone for helpdesk service or to declare emergencies.

These individuals must be authorized to make the decisions that will potentially impact the resources of this agreement.

2. **Asset Changes:** Notification in the form of a service ticket generated by an authorized person will be required to Add or remove a PC, notebook, server or other device from this agreement. This will constitute authorization to increase or decrease the cost of the agreement without further endorsement per the terms of this agreement detailed under "Agreement Pricing" later in this document.
3. **Maintaining Software Support Agreements:** Sullivan County must maintain sufficient support agreements with the appropriate vendors to ensure timely access to updates and technical support for all software covered under this agreement.

4. Remote Access & Administrative Rights: It is vital that designated and authorized members of the Vendor's staff be granted the rights to remotely access all managed assets. Likewise all administrative level credentials for systems covered by this agreement must be made available to the Vendor.

5. Service Request Procedure: All service requests by the County staff shall be initiated by email or phone to ensure they are posted to the service board and can be monitored and properly documented.

It is the responsibility of the Client to notify all staff of the service request procedure at the outset of this agreement and to ensure compliance with this procedure.

6. Transferability: This agreement is solely between the Client and Vendor. The Client is prohibited from transference of any portion of this contract to a third party without the express written permission of the Vendor Principal.

7. Timely Payments: Payment for approved project work and monthly recurring contract fees must be made within 30 days of the invoice date. Questions or concerns with bills during the approval process shall be brought to the Vendor in a timely fashion to avoid violation of the 30 day payment terms.

8. Duties of County Technology Staff: Any member of the County staff appointed to perform IT duties must consult with the Vendor prior to making material changes that could result in unexpected problems.

9. Vendor Performance Review: The Client shall provide constructive feedback regarding the performance of the Vendor at scheduled Performance Review Meetings. The Client's feedback and constructive criticism is vital to the Vendor's intent to provide a valuable and improving service to the Client.

10. Cooperation of All Staff: It is imperative to a productive and beneficial relationship between the Client and Vendor that all County staff from end users to department heads and the County Manager be cooperative and businesslike when interacting with CCI staff charged with fulfilling responsibilities of this agreement. If problems occur with the performance or conduct of the Vendor Staff it is expected that those issues will be channeled through the County Manager to the CCI Senior Account Manager or the company principal for resolution.

D. Agreement Pricing & Terms of Payment

1. Management fees associated with ongoing licensing and monitoring costs of the Managed Service and antivirus software for approximately 150 total notebooks and workstations, 8 physical servers, and three Sonicwall firewall appliances will be \$2,237.00 per month and shall be invoiced monthly. This totals \$26,844 for the contract year. The addition or subtraction of workstations will impact the monthly cost of this agreement without the need for endorsement. For each PC or Notebook over 150, an assessment of \$9 per month will be added. Likewise for each PC or Notebook below 150, a deduction of \$9 will be made.

a. The addition or subtraction of Servers will impact the monthly cost of this agreement without the need for endorsement. For each Physical or Virtual Server over 8, an assessment of \$100 per month will be added. Likewise for each Physical or Virtual Server below 8, a deduction of \$100 per month will be made.

b. The addition or subtraction of managed firewalls (Sonicwall or Watchguard) will impact the monthly cost of this agreement without the need for endorsement. For each managed firewall over 3, an assessment of \$29 per month will be added. Likewise for each managed firewall below 3, a deduction of \$29 per month will be made.

2. The Network Assessment that will be conducted at the outset of the agreement will incur a one-time special charge of \$5,000.

3. An invoice for the first monthly payment of \$7,237 (\$2,237 + \$5,000) will be generated at the inception of this agreement. The invoice for the Network Assessment will be generated at the conclusion of the assessment. The total annual cost of this one year agreement is anticipated to be \$91,844. Again these numbers are based on the current number of managed systems, servers and firewall devices and may change if the count increases or decreases over time. Projects materials and labor will be priced separately from this agreement.
4. The Vendor agrees to track time spent on service tickets at an hourly rate of \$80. Statements will be created and sent to the County Manager that clearly account for all time r.

E. Insurance

1. The Vendor agrees that it will carry any and all insurance which will protect it, Sullivan County and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Vendor whether such operations be performed by the Vendor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Vendor further agrees that Sullivan County and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by Sullivan County.
2. Prior to commencing work, the Vendor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence applicable to the work performed under this Contract and all liabilities as set forth above.
3. The Vendor will furnish to the Sullivan County a Certificate of Insurance *and an endorsement* prior to commencing work demonstrating that the Sullivan County and its officials, agents, volunteers and employees are named as an additional insured on the general liability insurance coverage.
4. The Vendor shall provide proof of workers' compensation insurance meeting State of New Hampshire required limits. The Vendor's workers' compensation coverage must waive subrogation against the Sullivan County and its officials, agents, volunteers and employees.
5. Sullivan County shall not be required to insure the Vendor, any subcontractor, or any professional service provider.

F. Indemnification

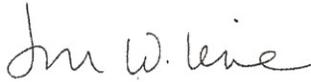
1. To the fullest extent permitted by law, Vendor shall protect, indemnify, save, defend and hold harmless Sullivan County, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Vendor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.
2. In addition, and regardless of respective fault, Vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Vendor's officers, employees, contractors, subcontractors or agents are employees of the

Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

3. The Vendor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.
4. Sullivan County shall not be required to defend or indemnify the Vendor, any subcontractor or any professional service provider.

G. Execution of Agreement

The contents of this document constitute a one year agreement between Competitive Computers, Inc. and Sullivan County. Both parties hereby agree to be bound by the aforementioned terms and conditions.



5/9/14

Authorized Signature

Date

Sullivan County Manager



May 9, 2014

Authorized Signature

Date

Competitive Computers, Inc. Principal



Rural Development

May 8, 2014

10 Ferry Street
Suite 218
Concord, NH 03301

Voice 603.223.6041
Fax 603.223.6062

Sullivan County
Jeff Barrette, Chair - Board of Commissioners
c/o Jessie Levine, County Manager
14 Main Street
Newport, NH 03773

Subject: \$30,000 Rural Business Enterprise Grant

Dear Mr. Barrette:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the above grant application.

The Agency file will be completed on the basis of a grant not to exceed **\$30,000**. The grant will be considered approved on the date that the signed copy of RD Form 1940-1, Request for Obligation of Funds, is mailed to you.

1. PRESS RELEASE AND PUBLIC EVENTS

It is the general practice of Rural Development to issue a press release and/or hold a media event to announce the award of loan and/or grant funds. Our Public Affairs Specialist may contact you for local feedback, quotes or assistance with preparing a news release and/or scheduling and planning an event.

However, if you are planning a press release or media event of your own, please contact our Public Affairs Specialist immediately at 1-802-828-6080 to avoid the duplication of efforts.

2. PROJECT FUNDING

The grant funds will be used to contract for a feasibility study to determine if an agricultural incubator at the county complex in Unity, NH is feasible.

The project is based on the following funding breakdown.

| | |
|-------------------------------|-----------------|
| USDA RBEG Grant Award | \$30,000 |
| <u>Applicant contribution</u> | <u>\$ 9,984</u> |
| Total Project Costs | \$39,984 |

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

3. APPLICANT ORGANIZATION

Assistance is being made available on the basis that your entity is a legally organized municipality and that you have provided the Agency evidence in the form of a Certificate of Organization.

4. GRANT AGREEMENT

Section B of RD Instruction 1942-G, Attachment 1, entitled "Responsibilities of the Grantee" constitutes the Grant Agreement for this project. This section shall become a permanent attachment to Form RD 1940-1, Request for Obligation of Funds. Your execution of this form constitutes acceptance of the provisions of the "Grant Agreement".

5. SCOPE OF WORK

Any changes in the scope of work, project cost, sources of funds, timeline, or any other significant changes in the project or applicant must be reported to and approved by the Agency by written amendment to this letter. Any significant changes not approved by the Agency can result in suspension or termination of grant funds. Changes to an original approved plan of work or scope of work must be in compliance with appropriation law, program regulations, policies, and statutes.

The State Director (or delegated approval official) can approve **minor changes** to an approved plan of work or scope of work when (1) the funds were obligated from state-allocated funds, (2) the funds can no longer be used as originally approved, and (3) any change would be in accordance with the State's delegated authority.

"Minor changes" are those that (1) involve no-cost budget changes, (2) do not result in a lesser priority score, (3) do not require a re-evaluation of technical merit, or (4) do not include changes to key owners, management, or control of the project. Any change that necessitates re-underwriting the project or amending or supplementing the Agency's NEPA environmental evaluation is not a "minor change."

All changes that are not "minor" must be submitted to the appropriate National Office program area for review along with the request for the change, supporting documentation, and recommendation. Please contact our office for assistance in properly addressing this request.

For Rural Economic Area Partnership funds, the Grantee will ensure that changes in the project Scope of Work are consistent with approved benchmarks.

Note: a plan of work or a scope of work includes, but is not limited to, statements of work, business plans and feasibility studies, budgets and financial statements, key personnel, the source and use of project funds, timeframes and timelines, technical reports, and anything relating to how the project will be accomplished.

6. PROJECT TIMELINE

This grant will begin on August 1, 2014 and end on July 1, 2015. Grantee may request a one-time, no cost extension. The extension must be requested at least 30 calendar days prior to the end of the grant period or it will not be considered. The request must be in writing and addressed to the Grantor. JRB (Grantee initials)

Request must include the following information: (1) the time period of the extension requested; (2) a revised budget and work plan demonstrating that funds will be completely expended by the end of the extension; (3) the reason(s) why the extension is being requested; and (4) what steps will be taken by the Grantee to ensure that the project is completed by the end of the extension. *Submission of a request for an extension does not guarantee that the Grantor will approve the extension.* Extensions will only be approved in cases where significant circumstances beyond the Grantee's control prohibited timely performance of grant activities. Extensions will not be approved for changes in scope.

7. ENVIRONMENTAL REQUIREMENTS

The Agency has determined that this technical assistance project is a general exclusion. As such, an environmental assessment for the proposed project is not required; however, in the process of providing technical assistance, you must consider the potential environmental impacts of the project assisted. You are required to provide recommendations to the business (es) assisted to mitigate adverse environmental impacts.

8. PROCUREMENT REQUIREMENTS

Grantee procurements (by purchase, rental or barter) of supplies, equipment and services must comply with Subpart S of 7 CFR, Part 3015, 3016, 3017, 3018 or 3019 as appropriate. These regulations addresses grantee standards of conduct, open and free competition, procurement methods, access to contractor records and equal employment opportunity requirements.

Any procurement contracts in excess of \$10,000 must contain a provision requiring compliance with Executive Order 11246 concerning equal employment opportunity.

A single procurement over \$25,000 must include competition in the selection process.

In addition, Form AD 1048, Certification Regarding Debarment -Lower Tier Transactions, must be completed and executed by each contractor(s) selected. Covered transactions exceed \$25,000.00.

9. DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE REQUIREMENTS

You have executed Form AD-1047, "Certification Regarding Debarment, Suspension, and other Responsibility Matters - Primary Covered Transactions," to certify that you are not debarred or suspended from receiving Government assistance.

You have executed Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I – For Grantees Other Than Individuals", to certify that you will provide drug-free awareness program for employees.

You must also have your Vendor execute Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," executed by any person or entity you do business with as a result of this Government assistance that they are not debarred or suspended from Government assistance." Covered transactions exceed \$25,000.

10. ACKNOWLEDGEMENT OF FEDERAL FUNDING IN PUBLICATIONS

All materials published in whole or part with the proceeds of this grant shall contain notice and be identified by language to the following effect:

"This publication is the result of tax-supported funding from USDA, Rural Development, and as such is not copyrightable. It may be reprinted with the customary crediting of the source".

A statement of acknowledgement of funding in marketing materials, **feasibility study**, business or marketing plans, preliminary cost estimates, training materials, website home page, etc. is required to the effect that:

"Funding for this (project) was made possible in part with a Rural Business Enterprise Grant from USDA Rural Development."

If you have any questions, please contact our office for clarification.

11. CITIZENSHIP CERTIFICATION

Grantee As Grantee, by signing the Letter of Intent to Meet Conditions, you hereby certify that at least 51% of the outstanding interest in your organization have membership, or are owned by those who are either citizens of the United States or reside in the United States after being legally admitted for permanent residence.

Business Assisted For each business assisted, the Grantee must certify that at least 51% of the outstanding interests in the business to be assisted, has membership or is owned by those who are either citizens of the United States or reside in the United States after being legally admitted for permanent residence.

12. RURAL AREA CERTIFICATION

The proposed project must be located in and any small businesses assisted with Rural Business Enterprise Grant funds must be located in eligible rural areas for this program. The activities provided under this grant will benefit a rural area.

13. EQUAL OPPORTUNITY AND NONDISCRIMINATION

There are **THREE** level(s) of documentation required: First by the Grantee, secondly by the owner(s) of each business assisted and thirdly the employees of each business assisted.

Grantee Forms RD 400-1, Equal Opportunity Agreement and 400-4, Assurance Agreement, have been executed by the Grantee. In order to comply with Federal Civil Rights monitoring requirements, please complete the attached worksheet. The worksheet should represent the gender, race and ethnicity of the Grantee's board of directors and employees.

An "Equal Opportunity is the Law" poster must be displayed at your office in a conspicuous area of employee use and an "And Justice for All" poster must be displayed in a public place where potential loan applicants/members/technical assistance recipients will see it.

Owners of the Business As Grantee, you are required to obtain from the owner of each of the businesses assisted information on the owners gender, race and ethnicity. This information is collected using the attached "Business Certification".

Employees of Businesses Assisted In addition, each business assisted must execute RD Form 400-4, Assurance Agreement. Each business is also required to collect and maintain records documenting the gender, race and ethnicity of their employees. A recommended format for collecting this information is attached.

Period of Collection and Monitoring of Data The Grantee and businesses assisted will be required to collect and maintain the gender, race and ethnicity information throughout the active period of the grant.

In the case of single purpose technical assistance grants, this data must be collected at the time the technical assistance is provided.

14. DISBURSEMENT OF FUNDS

The Agency will disburse grant funds by Electronic Funds Transfer on a reimbursement basis. *Requests should not be more often than monthly.* Your financial management system shall provide for effective control and accountability of all funds, property and other assets. Grantee shall adequately safeguard all such assets and shall assure that funds are used solely for authorized purposes.

Requests for reimbursement will be submitted to the Agency using Standard Form 270, "Request for Advance or Reimbursement". This form can be accessed via http://www.whitehouse.gov/omb/grants_forms/ or by contacting our office. Adequate documentation will be required to evidence expenditures.

To ensure timely payment, the attached SF 3881 "Electronic Fund Transfer Information Sheet" must be completed and returned to the Agency as soon as possible.

Please review the RBEG Funds Disbursement attached for documentation required for each request for reimbursement. Failure to provide adequate documentation will delay the processing your request.

15. INSURANCE AND BONDING

You must provide satisfactory evidence to the Agency that all officers or employees authorized to receive and/or disburse Federal funds are covered by adequate bonding and/or insurance. Coverage can be obtained through a fidelity bond for the person handling the funds or an employee dishonesty insurance policy. **A minimum of \$30,000 coverage should be maintained** until all grant funds are released.

16. REPORTS TO THE AGENCY

Forms SF-425, "Federal Financial Report" and a Project Performance Report will be required on a quarterly basis (for period of January 1 through March 31 report is due on or before April 15, for period of April 1 through June 30 report is due on or before July 15, for period of July 1 through September 30 report is due on or before October 15 and finally for period of October 1 through December 31 report is due on or before January 15) until all grant funds have been disbursed. Project reporting will begin when the grant is closed which is the date all parties have executed Form RD 1940-1. A final Project Performance Report will be required after all grant funds have been expended or the term of the grant expires, with the last SF-425. The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. **NO USDA FUNDS WILL BE RELEASED WITHOUT ALL REPORTING REQUIREMENTS BEING UP TO DATE.**

Grantee Project Performance Report. The Grantee Project Performance Activity Report shall include, but not be limited to, the following:

- a. A comparison of actual accomplishments to the objectives established for that period.
- b. Reasons why established objectives were not met, if any.
- c. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established item periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
- d. Objectives and timetable established for the next reporting period.

Final Report

A final project performance report will be required with the final Financial Status Report. The final report must provide the Grantee's assessment and evaluation of the success of the project, all Federal, non-Federal and in-kind financial contributions to the project.

Failure to properly track financial contributions could result in the suspension of the project and the discontinuance of funding reimbursements.

A. Other Report

RBS may require the Grantee to prepare a report suitable for public distribution describing the accomplishments made through the use of the grant and, in the case where the grant funded the development or application of a "best practice," to describe that "best practice".

You should constantly monitor performance to ensure that the time schedules are being met, project work by time periods is being accomplished, and other performance objectives are being achieved.

Note: USDA Rural Development reserves the right to request information directly from the businesses that you assisted. This may assist in determining the impacts, performance, effectiveness and measurable outcomes of our grant programs.

B. Audit Report

Grantees must provide an annual audit in accordance with 7 CFR Part 3052. The audit requirements apply to the years in which grant funds are received and years in which work is accomplished that will be paid for with grant funds.

If you expend \$500,000 or more a year in Federal assistance, you must have a single or program specific audit conducted for that year in accordance with OMB Circular A-133.

If you expend less than \$500,000 a year in Federal assistance, you are exempt from Federal audit requirements for that year. However, you must provide a copy of your fiscal year-end financial statement to the Agency within 120 days of issuance.

17. SYSTEM AWARD MANAGEMENT (SAM) Requirements & Universal Identifier Number

You, as the recipient, must maintain the currency of your information in the CCR/SAM System until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

Please sign the attached form RD 1942-46, "Letter of Intent to Meet Conditions", and Form RD 1940-1, "Request for Obligation of Funds", if you desire that further consideration be given to your application. In signing you are agreeing to comply with the conditions outlined in this letter as soon as possible but no later than 90 days.

Sincerely,



STEVEN EPSTEIN
Business Programs Specialist

Enclosures