

**Sullivan County NH**

**Type of meeting: Board of Commissioners Business Meeting Minutes**

**Date/Time: Tuesday, March 22, 2011; 3pm**

**Place: Unity County Complex, Community Corrections Center, 106 County Farm Road, Claremont NH 03743**

**Attendees:** Commissioners Bennie Nelson – *Chair*, Jeffrey Barrette – *Vice Chair* and John M. Callum Jr. – *Clerk*; Greg Chanis – *County Administrator*; Ted Purdy – *Sullivan County Health Care (SCHC) Administrator*; Ross L. Cunningham – *Department of Corrections (DOC) Superintendent*; Sheriff Michael Prozzo (entered room later in meeting); John Cressy – *Facilities Director*; Brenda Ash – *Business Office Manager*; Kirsten Skeie – *Account Clerk II/Receptionist/Minute Taker*.

**Public Attendees:** Archie Mountain - Eagle Times Reporter and Larry Converse – Claremont Citizen.

**3:05** The Board Chair, Bennie Nelson, opened meeting and led all in the *Pledge of Allegiance*.

**Agenda Item No. 4.d. OJJDP Sullivan County Juvenile Justice High Risk Youth and Family Intervention Program Grant Award of \$33,000, eff. 2/1/11-1/31/12: Approval of Contract**

Agenda Item 4.d. was dealt with first, as the Notary was present. The Board reviewed the FFY 2008 OJJDP Grant Sullivan County Juvenile Justice High Risk Youth & Family Intervention Project (3<sup>rd</sup> year) Agreement [Appendix A.1-24]. This grant provides \$33,000 for the third year, plus \$10,788.57 brought forward from year two, for total of \$43,788.57.

**3:06 Motion: to accept the third year of funding [\$43,788.57] for the OJJDP grant [project]. Made by: Barrette. Seconded by: Nelson. Voice vote: All in favor.**

*3:07 Notary, Brenda Ash, witnessed County Administrator, Greg Chanis, signing the document, and then signed as notary. Ms. Ash then left the meeting.*

**Agenda Item No. 1.      DOC Superintendent's Report, Ross L. Cunningham**

Agenda Item No. 1.a      Tour of Proposed Capital Improvement Projects  
A seven (7) page document was distributed [Appendix B.1-7], which included: DOC Requested Projects, Unit 1 door replacement price is \$27,563, American Plate Glass Proposal of \$21,501, KPMB Enterprises, LLC Mechanical Proposal of \$33,000 for Option 1 and \$48,790 for Option 2 and the All Seasons Construction Corp proposal for Alternate #1 \$27,072 and \$10,195 for Unit 1 Showers.

*The tour commenced at 3:10 and concluded at 3:32 p.m.*

It was noted that electrical work would be done in house if possible. Total quote is for \$73,780. Lighting upgrades and miscellaneous electrical may be needed. All Seasons Construction was the low bidder and has reduced the cost. Best estimate is \$102,999. Budget County wide looks good this year. There is a small surplus on the expense side. If the Board chooses not to send through this year, they would be sent through as capital next year.

**3:38 Motion: to accept both upgrades to be taken out of Sheriff's Office surplus. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.**

Agenda Item No. 1.b.      DOC Population/Census  
Supt. Cunningham distributed copies of the March 22, 2011 DOC Daily Report from Sergeant D. Gokey of Population and Census Data [Appendix C].

Agenda Item No. 1.d      Application for RSAT Grant  
The Board reviewed the Residential Substance Abuse Treatment Grant Application for \$62,812.57 [Appendix D.1-14], and discussed what funds would be applied to. This will be the first time County has applied for this type of federal monies from the State. Funding could be used for other materials if they don't use it for health care. They will continue to support relapse program whether funding goes through or not. When funding dries up they will not be coming back to say we want money for this. Program will go on based on model presented 3 ½ yrs ago. Commitment long term is to prove out what we are doing.

**3:53 Motion: to apply [for the RSAT \$62,812.57 grant]. Made by: Barrette. Seconded by: Nelson. Voice vote: all in favor.**

**Agenda Item No. 3. Sheriff's Office: Highway Safety Grant-  
Operation Safe Commute**

Sheriff noted he would be applying for a grant in the amount of \$1,875 through the State of NH State Highway Safety, for a project called: *Operation Safe Commute*. Funding provides for 3 hours patrol with one deputy, two patrols a day for five days.

**3:54 Motion: to apply and accept the \$1,875 [State of NH Highway Safety Agency Operation Safe Commute] grant. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.**

Sheriff noted they have a second Highway Safety grant they are seeking approval to accept for DWI patrols, in the amount of \$2,250, with funding for personnel costs.

**3:55 Motion: to accept the \$2,250 [State of NH Highway Safety grant]. Made by: Callum Jr. Seconded by: Barrette. Voice vote: All in favor.**

Sheriff noted he was seeking approval to submit an application and accept funding for an \$18,000 grant for the Sullivan County Underage Alcohol Task Force. This grant provides funding for other agencies through Sheriff Prozzo's Office.

**3:58 Motion: to apply and receive the Alcohol Underage Drinking Laws Subgrant of \$18,000. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.**

**Agenda Item No. 2**

**Sullivan County Health Care Administrator's  
Report, Ted Purdy**

Agenda Item No. 2.a. Sullivan County Health Care Census  
Mr. Purdy reviewed the census reports [Appendix E.1-7]. Ended Feb. 2011 with a positive revenue variance of \$3,700. Usually there is correlation: if they have fewer Med A patients, you would have an increase in Med B. \$38,963 revenue year to date Medicaid is showing. Private is a little below budget. Quarterly census for year 136 patients - overall average higher than same time last year. On the Medicare Length of Stay Analysis report, February saw increase in Medicare Net Revenue of \$122,000+. Total admissions 10 and 18 discharges; by midmonth they restricted admissions due to the flu. Year To Date: 73 admissions and 77 discharges. Mid February noticed evidence of respiratory issues and residents who showed symptoms were given Tamiflu; no new outbreaks by mid-March, but it took a week and ½ to be fully clear. Current census for month 134. Expecting four admissions today. Discussion commenced regarding proposals to cut the bed tax by 25% or 50%; the proposal to cut 50% would produce an impact of approximately \$913,000. Proshare data will appear via email in June.

## **Agenda Item No. 4. County Administrator's Report**

### Agenda Item No. 4.a FY '12 Budget Update

Mr. Chanis will give his budget to Commissioners this week. The Board decided on the following budget review days: April 5<sup>th</sup> 8am-2pm, and 8am - 4pm on April 8<sup>th</sup>, 11<sup>th</sup> and 15<sup>th</sup>. There will be one day review of county grant applications. State budget cuts have the potential to hit the bed tax area; there is a proposal to raise the Medicaid cap statewide; Governor's proposal has state not contributing anything to retirement fund and another proposal would not contribute to NH Retirement Group II employees. However, none of that is included in County budget since it may not happen.

### Agenda Item No. 4.b. Air conditioning RFP- Received Bids Review

Mr. Chanis noted they received two (2) bids for the Air Conditioning RFP. As they have not had the opportunity to review the bids, this will be placed on the next agenda. There were two vendors who showed up for the walk-through.

### Agenda Item No. 4.c. Maple Sugar Lot Operation Draft Lease & RFP Review

Mr. Chanis distributed the draft Sugar Lot RFP [Appendix F.1-2] and draft Sugar Bush Lease Agreement [Appendix G.1-4] Chuck Hersey, County Forester put together. Commissioners will review and finalize at their next meeting. They are running out of time to do the clearing with ground frozen, and next opportunity - for dry spell - will be in summer. There is an entire section of sugar bush that will not be thinned. Mr. Hersey will provide a list of people to mail the RFP's to.

### Agenda Item No. 4.e. Request For Proposal (RFP) for Auditing Services

Mr. Chanis distributed copies of the RFP for auditing services [Appendix H.1-5]. This would be for a three (3) year contract for FY11-FY13; former auditors were Melanson Heath & Associates. The RFP has been sent to 29 companies. Last time this was placed out to bid, only one (1) bid was received. Currently, County has received two (2) emails from firms who will not be placing a bid as they do not do Medicaid/Medicare cost reports. Bids are due Monday April 4<sup>th</sup>; and will be reviewed by Board on Tuesday April 5<sup>th</sup>.

## **Agenda Item No.5 Public Participation**

Larry Converse, Claremont Citizen - inquired about the study on the biomass machine to make steam and electricity. Mr. Chanis had the study report on hand, therefore, discussed it with Mr. Converse. Comm. Callum noted various observations he had regarding cost and feasibility.

Larry Converse, Claremont Citizen - As it pertains to the new doors being placed in jail, he questioned why they didn't include technology with the

thumb print instead of the key system? It was noted, that type of locking mechanism would involve running extra conduit in doors – therefore, more costly.

4:49 Mr. Mountain left the room.

**Agenda Item No. 7. Meeting Minutes Review**

Agenda Item No. 7.a February 15<sup>th</sup>, Public Meeting Minutes

**4:53 Motion: to accept the 2/15/11 public meeting minutes as typed. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.**

Agenda Item No. 7.b. February 15<sup>th</sup>, Executive Session Meeting Minutes

**4:54 Motion: to approve the February 15<sup>th</sup> Executive Session minutes as typed, and release. Made by: Nelson. Seconded by: Barrette. Voice vote: all in favor.**

4:54 Mr. Converse left the room

Agenda Item No. 7.c. March 1, 2011 Public Meeting Minutes

**4:55 Motion: to accept the 3/1/11 public meeting minutes as typed. Made by: Barrette. Seconded by: Callum Jr. Voice vote: All in favor.**

**Agenda Item No. 8. Probable Executive Session Per RSA 91-A:3.II.c and e – Possible Pending Claim**

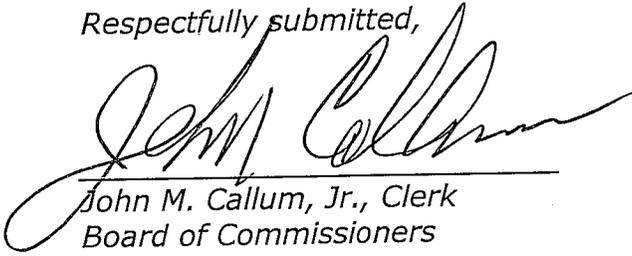
**4:56 Motion: to go into Executive Session Per RSA 91:A:3.II.c and e for a possible pending claim issue. Made by: Barrette. Seconded by: Callum Jr. Roll call vote: All in favor.**

**5:22 Motion: to come out of Executive Session. Made by: Barrette. Seconded by: Nelson. Voice vote: All in favor.**

No formal decision required regarding issue discussed in Executive Session.

**5:23 Motion: to adjourn meeting. Made by: Barrette. Seconded by: Nelson. Voice vote: All in favor.**

Respectfully submitted,



John M. Callum, Jr., Clerk  
Board of Commissioners

JC/ks

Date minutes approved: April 5<sup>th</sup>, 2011



**Tuesday March 22, 2011, 3 PM**  
Sullivan County NH, Board of Commissioners  
**Regular Business Meeting**  
**AGENDA – 3<sup>rd</sup> Revision**

**Meeting Location: Unity County Complex – Community Corrections Centers**  
Interview Room - 1<sup>st</sup> Floor (Just to left as you enter CCC)  
103 County Farm Road, Unity NH 03743

- 3:00 PM – 3:50 PM 1. DOC Superintendent's Report, *Ross. L. Cunningham*
- a. Tour of Proposed Capital Improvement Projects
    - o Unit 1 Cell Doors & Bathroom Renovations
  - b. Population/Census Report
  - c. Staffing Update
  - d. Application for RSAT Grant
- 3:50 PM – 4:10 PM 2. Sullivan County Health Care Administrator's Report, *Ted Purdy*
- a. Census
  - b. Staffing
- 4:10 PM – 4:15 PM 3. Sheriff's Office: Highway Safety Grant – Operation Safe Commute
- 4:15 PM – 4:35 PM 4. County Administrator's Report
- a. FY '12 Budget Update
  - b. Air conditioning RFP – Received bids review
  - c. Maple Sugar Lot Operation Draft Lease & RFP Review
  - d. OJJDP Sullivan County Juvenile Justice High Risk Youth and Family Intervention Program Grant Award of \$33,000, eff. 2/1/11 – 1/31/12: Approval of Contract
  - e. RFP for Auditing Services
- 4:35 PM – 4:50 PM 5. Commissioners' Report
- 4:50 PM – 5:05 PM 6. Public Participation
- 5:05 PM – 5:10 PM 7. Meeting Minutes Review
- a. February 15<sup>th</sup>, Public Meeting Minutes
  - b. February 15<sup>th</sup>, Executive Session Meeting Minutes
  - c. March 1, 2011 Public Meeting Minutes
- 5:10 PM – 5:25 PM 8. Probable Executive Session Per RSA 91-A:3.II.c and e – Possible Pending Claim

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

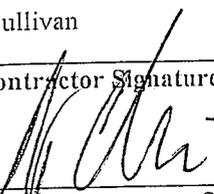
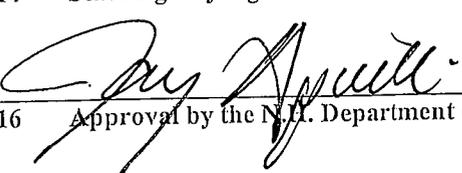
Subject: FFY 2008 OJJDP Grant Sullivan County Juvenile Justice High Risk Youth & Family Intervention Project (3<sup>rd</sup> yr.)

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

<b>1.1 State Agency Name</b> N.H. Dept. of Health and Human Services Division for Juvenile Justice Services		<b>1.2 State Agency Address</b> 1056 N. River Rd Manchester, NH 03104	
<b>1.3 Contractor Name</b> Sullivan County		<b>1.4 Contractor Address</b> Office of the County Administrator 14 Main St Newport, NH 03773	
<b>1.5 Contractor Phone Number</b> (413)626-7597	<b>1.6 Account Number</b> N/A	<b>1.7 Completion Date</b> January 31, 2012	<b>1.8 Price Limitation</b> \$33,00.00
<b>1.9 Contracting Officer for State Agency</b> Pamela Sullivan		<b>1.10 State Agency Telephone Number</b> (603)625-5471 x366	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Greg Chanis, County Administrator	
<b>1.13 Acknowledgement: State of <u>NH</u>, County of <u>Sullivan</u></b> On <u>3/21/11</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of <u>Notary Public</u> or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Brenda Lee Ash, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Jay Apicelli Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: _____ On: _____			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

MAR 21 11:50

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

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

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

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

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

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

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

Contractor Initials: LC  
Date: 3/22/11

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials:   *B.C.*    
Date:   3/22/11

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: h.c.  
Date: 3/22/11

Exhibit A  
SCOPE OF SERVICES

DATE: February 22, 2011  
AWARD PERIOD: February 1, 2011 thru January 31, 2012  
CONTRACTOR  
NAME: Sullivan County  
ADDRESS: 14 Main St  
Newport, NH 03773  
  
CONTACT PERSON: Kevin Warwick

1. Provisions Applicable To All Services

1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Service(s) described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith.

1.2 The Contractor agrees to use its best efforts to apply for any and all appropriate public and private sources of funds which are applicable to the funding of the Service(s) stipulated below, including, but not limited to, funds provided by the Department of Education, local agencies, United Way, the United States Department of Agriculture, Health Care Financing Administration, and the National Runaway Program. Appropriate records will be maintained by the Contractor to document actual funds received or denials of funding, by indicating zero, from such sources of funds.

2. Services To Be Provided

2.1 This grant provides funding for the Sullivan County Juvenile Justice High Risk Youth & Family Intervention Project. These funds are provided as seed money and subsequent grants awards, if any, will be reduced by one-third each year. These funds must be re-applied for each year. The goal of the Office of Juvenile Justice and Delinquency Prevention grant monies is for programs to become self-sustaining by the end of the third year. This award represents the Sullivan County's third year of funding.

- 2.2 Progress Report Requirements
  - 2.2.1 See demographic information sheet
  - 2.2.2 See Narrative Report –

EXHIBIT B

PURCHASE OF SERVICES

Agency Name: Sullivan County

Contract Period: February 1, 2011 thru January 31, 2012

1.1 Subject to the Provider's compliance with the terms and conditions of this agreement, and for services provided to eligible individuals, the Office of the Commissioner shall reimburse the provider up to a maximum total payment of \$50,000 (fifty thousand dollars and no cents). If grant related-of federal funds made available under the Catalog of Federal Domestic Assistance, CFDA #16.540, Federal Agency: Office of Juvenile Justice and Delinquency Prevention, Program Title: Title II/Formula Grant.

1.2 The contractor agrees to the following reporting requirements:

- 1.2.1 Narrative progress – submit via E-mail to: psulliva@dhhs.state.nh.us
- 1.2.2 Expenditure report – submit via federal mail to address listed below.

- 1.2.2.1 The expenditure report must include documentation detailing actual expenditures for each line item you are requesting reimbursement, and must be grant related activities.
- 1.2.2.2 The program director and the authorized fiscal agent must sign the expenditure report.
- 1.2.2.3 The quarterly expenditure report will be sent electronically at the end of each quarter. These reports will include the most updated fiscal information.
- 1.2.2.4 Expenditure reports must be returned to the Division for Juvenile Justice Services, in order to initiate payment. Please mail the expenditure report and other documentation to:

Pamela Sullivan  
 Division for Juvenile Justice Services  
 Youth Development Center  
 1056 N. River Rd.  
 Manchester, NH 03104

1.2.3 The contractor will submit the reports outlined above using the following report schedule.

<u>Reporting Schedule</u>	<u>Due Date</u>
February – April	June 30
May – July	August 31
August – October	November 30
November – January	February 28

### Exhibit C Special Provisions

- 1 Renewal/Extension: The Division shall retain the option to renew or extend this Contract for up to three years applying each year, and upon like or similar terms, only by an instrument in writing signed by the parties hereto and only after approval of such instrument by the Governor and Council of the State of New Hampshire.
- 2 Events of Default; Remedies: In addition to the events of default specified in Item #8 of the General Provisions, any one or more of the following acts or omissions shall constitute an event of default hereunder (hereinafter referred to as "Event of Default"):
  - 2.1 Failure to correct or explain to the Division's satisfaction within a specified time frame, deficiencies noted in a Quality Assurance Site Survey; or
  - 2.2 Failure to comply with staffing requirements which are set forth in the General Provisions of this Contract; or
  - 2.3 Failure to maintain, or permit access to, the records required hereunder.
- 3 Termination: This Contract may be terminated under the following conditions:
  - 3.1 This Contract may be terminated without cause by either party. In such event, the party desiring termination shall provide notice to the other party of intent to terminate. This notice shall be given in writing at least 60 days prior to the intended termination date.
  - 3.2 This Contract may be terminated for cause by the Division if any of the people or entities, named in Item 7 of these Special Provisions including the Contractor itself, is convicted of a felony or crimes against children as stated, or if the Contractor knowingly retains in its employ any of the preceding people or entities who have been so convicted.
  - 3.3 This Contract may be terminated immediately for cause. Cause shall include but not be limited to events such as assault of clients by the Contractor, employee, volunteer, subcontractor or provider, falsification of records by the Contractor, employee, volunteer, subcontractor or provider, abuse or neglect of Clients by the Contractor, employee, volunteer, subcontractor or provider.
  - 3.4 In the event of termination under the provisions of this Contract, the approval of the Termination Report (as described in General Provision 10) by the Division shall entitle the Contractor to receive that portion of the Contract Price earned up to and including the date of termination.
  - 3.5 In the event of termination under the provisions of this Contract, the approval of the Termination Report by the Division shall in no event relieve the Contractor or Division from any and all liability for damages sustained or incurred as a result of any breach of obligations by the Contractor or Division.
- 4 Exclusive Use of Funds: The Contractor agrees to use and apply all funds received under this Contract solely for the provision of service to Clients as specified by this Contract. Any funds not so used will be returned to the Division within thirty (30) days after the completion date.
- 5 Completion of Services; Disallowance of Costs: Upon payment by the Division of the Maximum Payment hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the Program Period) shall terminate; provided however, that if, upon review of the Final Expenditure Report the Division shall disallow any expenses claimed by the Contractor as costs hereunder, the Division shall retain the right, in its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Provider.
- 6 Audit Liabilities: In addition to and not in any way in limitation of the obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Division all payments made under

the Agreement to which exception has been taken or which have been disallowed because of such an exception.

- 7 Personnel: The Contractor agrees to fulfill the following requirements relating to employment and supervision of all staff members engaged in the performance of the Services hereunder.
    - 7.1 Disciplinary procedures shall be developed and disciplinary action shall be implemented based on such procedures in the event of staff violation of Client rights or of violation of applicable Federal, State, or municipal laws, rules, regulations, standards and policies, or of Division or Contractor policies. All disciplinary action shall be documented and documentation shall be sent to the Division within fifteen (15) days of incident.
    - 7.2 The Contractor shall disclose to the Division the names of any of its owners, officers, trustees, directors, employees, agents or subcontractors who have been convicted of any felony or crimes against children, whether in the State of New Hampshire, or in any other State, possession, or territory of the United States, or in any foreign country.
    - 7.3 Staff shall participate in all training programs as may be specified or provided by the Division or OJJDP Technical Assistance, provided, however, that such participation does not interfere with the Contractor's ability to perform the Services. Records shall be kept by the Contractor to document employee participation in training activities.
    - 7.4 The Contractor agrees to submit to the Division upon request, documentation of training and staff development activities in which the Contractor's employees participated and which were supported in whole or in part by funds provided by the Division and OJJDP. The documentation shall include the name of the activity, the party or parties providing the training, its objective, the names and positions of the employees who participated, and the total expense involved, including free training.
  - 8 Wage and Hour Requirements: The Contractor agrees that all programs to be operated under this Contract shall comply with the requirements of the Wage and Hour Division of the Department of Labor.
  - 9 Assignment and Subcontracts: The Contractor shall not delegate, assign, subcontract or otherwise transfer any or all of its interests in this Contract without the prior written consent of the Division when the delegation, assignment or subcontract equals or exceeds \$1,000. Division approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining the Division's specific written approval of such actions. The Division shall not unreasonably withhold or delay action on the Contractor's request for approval to delegate, assign or subcontract. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal or exceed one thousand dollars (\$1,000) in the aggregate.
- The Contractor further agrees that no subcontract or assignment, approved by the Division in accordance with this paragraph, shall relieve the Contractor of any of its obligations under this Contract and the Contractor shall be solely responsible for insuring, by contract or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Failure to obtain the Division's approval before entering into a subcontract or an assignment subject to this paragraph shall constitute an Event of Default.
- 10 Conflict of Interest:
    - 10.1 The Contractor, as a condition of continued eligibility to receive payment from the Division for services to be provided under this Contract, shall furnish the Division with a list of all officers, directors, trustees, owners, shareholders, employees, lessors, and other persons or entities with any proprietary interest in the Contractor. The Contractor shall furnish to the Division information concerning all business or financial transactions into which the Contractor has entered with any

officer, director, trustee, owner, shareholder, employee, subsidiary, affiliate, subcontractor, or wholly-owned provider of services when the actual or imputed value totals \$1,000 or more per transaction or in the aggregate.

10.2 No representative, officer, or employee of the Division or of the State of New Hampshire shall participate in any decision relating to this Contract which affects his or her personal or pecuniary interest, or the interest of any corporation, partnership, or other business association in which he or she is directly or indirectly interested. Any such participation shall be considered a conflict of interest, and shall constitute an Event of Default.

11 Third Parties: The parties hereto do not intend to benefit any third parties and this Contract shall not be construed to confer any such benefit, or to give any third party the right to enforce this Contract.

12 Maintenance of Records: The Contractor covenants and agrees to maintain books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement, and all income received or collected by the Contractor during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Division, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Division.

Personnel records and background information relating to an employee's qualifications for his/her position must be maintained by the Contractor and made available to the Division as herein provided. As used in this paragraph, "Contractor" shall include all persons, natural or otherwise, who are agents, employees, subcontractors, subsidiaries, affiliates or under substantially common control of the Contractor identified in 1.3.

Between the Effective Date and the date seven (7) years after the Completion Date the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services, including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents. The Contractor shall make available to the State at the Contractor's place of business, as often as the State shall demand, all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is herein after defined), and other information relating to all matters covered by this agreement.

During the Program Period and the period for retention hereunder, the Contractor shall permit the Division, the United States Department of Health and Human Services and OJJDP and any of their designated representatives, to audit, examine and reproduce such records at any time during the Contractor's business hours and as often as the Division shall reasonably demand.

13 Quality Assurance Site Surveys: During the term of this Contract, at times to be determined by the Division, and with reasonable notice given the Contractor, the Division may conduct Quality Assurance Site Surveys at the Contractor's facility or facilities in order to determine the Contractor's compliance with the laws, rules, regulations, etc., referenced in Item 5 of the General Provisions, and with the other terms of this Contract. These surveys may be conducted jointly with any other State agency that is providing funding to the facility or facilities, or licenses or otherwise regulates said facilities.

14 Data; Retention of Data; Access:  
14.1 As used in this Contract, the word "data" shall mean all information and related items developed or obtained during the performance of, or acquired or developed by reason of, this Contract, including, but not limited to, all studies, reports, pictorial reproductions, drawings, analyses, graphic representations, computer programs, and documents, all

whether finished or unfinished. "Data" shall also mean Client files and records maintained by the Contractor. Data that is unidentifiable must be documented.

14.2 All data shall be retained by the Contractor and made available to the Division in the same manner as provided for in Provision 12 of these Special Provisions.

14.3 Unless express authorization is given by the Division to the Contractor in writing, the Contractor may not use, publish, incorporate in any writing nor in any other way disclose, disseminate or reveal any data.

14.4 All data shall be kept confidential by the Contractor. The Contractor may release information that relates to the program generally and is not personally identifiable to any Client. Except as otherwise may be prohibited by State or Federal law, or any applicable requirements of confidentiality, the Division, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, all data. This subsection shall not apply to private agency personnel records except as may be otherwise provided for within this Contract or as may be necessary to carry out statutory responsibilities or to comply with a court order.

15 Insurance and Bond:

15.1 In addition to the insurance required under Item 14 of the General Provisions, the Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the Division, the following insurance:

- 15.1.1 Statutory worker compensation and employee liability insurance for all employees engaged in the performance of the Services; and
- 15.1.2 Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the Services hereunder.

15.2 During the term of this contract, the Contractor shall maintain a fidelity bond, or an equivalent insurance policy, covering the activities of all employees or agents with authority to control or have access to any funds provided under this Contract in an amount equal to at least twenty-five (25) percent of the Price Limitation in Item 1.8 of the General Provisions.

15.3 The policies described in subparagraph 15.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy until and unless the Division has received written notice of such action at least ten days in advance of occurrence of such action and only after the Division agrees in writing to such action.

16 Civil Rights Compliance: The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and their U.S. Department of Health and Human Services implementing regulations which are found at 45 C.F.R. Parts 80 and 84 respectively.

No person shall be excluded from participation in denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the ground of race, color, or national origin. The Contractor shall comply with section 504 and the regulations that prohibit discrimination against handicapped person in providing social services or benefits.

17 Services to Persons of Limited English Proficiency (LEP): A bilingual staff person or other translator/interpreter will be utilized when providing services or information to an LEP person. Staff will not rely on family members or friends of LEP persons to serve as interpreters unless the LEP person expressly requests such an arrangement. Young children will not be asked to translate or interpret. LEP clients will be assigned to bilingual workers if available. If no bilingual worker or in-house interpreter is available, the Contractor will make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter.

18 Service to Persons Requiring Auxiliary Aids and Accessible Services:

The Contractor will arrange for the provision of appropriate auxiliary aids to handicapped persons where necessary to afford such persons an equal opportunity to benefit from the contracted services. The range of auxiliary aids includes, but is not limited to, sign language interpreters for the hearing impaired and readers for the blind. The Contractor will ask the handicapped person what auxiliary aids are necessary for him/her to benefit from the services. Family members and friends of hearing impaired persons will not be relied upon to serve as sign language interpreters except where a client expressly requests such an arrangement. If appropriate, the Contractor should also ensure that its services are accessible by way of telecommunications devices for the deaf (TDDs).

Any nonresidential service that the Contractor offers which is located at an inaccessible site shall be offered at an alternate accessible site, such as a public building or through home visits. The service provided at an alternate accessible site shall be the same as that provided at the inaccessible site. The Contractor shall notify handicapped persons, including those with impaired hearing and vision, of the availability of auxiliary aids and alternate accessible sites. The handicapped person shall not be required to pay for the auxiliary aids.

The Division will adhere to and encourage all service providers, including residential service providers, to implement the following procedures. All alterations made to the facility will be made in such a manner as to ensure that the altered part is accessible to and usable by handicapped persons. Any site to which the provider may relocate will be accessible to and usable by handicapped persons.

19 Acquisition and Recovery of Real and Personal Property: It is understood and agreed by the parties that any real property, and tangible personal property (i.e., furnishings or equipment having a useful life of more than one year and a cost of \$1,000 or more per unit), acquired with funds granted pursuant to this Contract are subject to the following conditions:

19.1 The Contractor shall submit a contract for the purchase of the property to the Division and may execute or perform the contract fifteen days after submitting the contract to the Division unless the Contractor receives written notification from the Division that the contract is disapproved.

19.2 All such property shall be used solely to provide services to Clients. If such property is purchased with both Division and non-Division funds, the property shall be used within Division funded programs for the proportion of time at least equal to the proportion of costs allocated to Division funded programs.

19.3 In the event that real property is to be purchased or leased by the Contractor or by a third party affiliated with or subcontracting with the Contractor, with funds provided in whole or in part under this Contract, the Contractor must submit to the Division a detailed statement of proposed short-term and long-term financing arrangements and other documents pertaining to such financing and obtain the Division's written approval before purchasing or leasing such real property. If real property is to be purchased with five thousand dollars (\$5,000) or more in funds provided in whole or in part under this Contract, the Contractor or subcontractor purchasing such real property shall execute and record in the appropriate Registry of Deeds a "deed registration" providing that (1) the use of the real property shall be for Clients served under this Contract; (2) if said use is changed without express written approval of the Division, title shall immediately vest in the Division as a tenant in common, subject to disposition in accordance with Subparagraph 21.4 below; and (3) if the real property is sold or otherwise conveyed, the Division has the right to require that the real property be disposed of in accordance with one of the alternatives prescribed in Subparagraph 21.4 below. The phrase "funds provided in whole or in part under this Contract" as used in this section or elsewhere in this Contract includes all funds directly provided by the Division along with all revenue generated within or allocated to programs funded by this Contract.

19.4 Upon termination or expiration of this Contract, or when the property no longer is to be used as provided in Subparagraph 19.2, of this Exhibit C, the Division may, in its discretion, and

within one hundred twenty days (120) thereafter, elect to do one of the following:

19.4.1 Take possession of any said property and reimburse any other funding sources, including the Contractor, according to their percentage of contribution based upon fair market value as determined by an independent appraisal.

19.4.2 Direct that said property be sold pursuant to an independent appraisal reflecting an acceptable fair market value with the proceeds of the sale retained by the Division, according to the percentage of the funds provided in whole or in part under this Contract and secured by mortgage. The Contractor or approved subcontractor shall not be required to reimburse the Division for amounts in excess of the value of the property, as reduced by any outstanding mortgages having priority over the Division's mortgage interest.

19.4.3 Allow the retention by the Contractor upon proportionate payment to the Division as determined by the fair market value determined by an independent appraiser to be selected by the Division and Contractor.

19.5 In the event the Contractor uses funds provided hereunder to purchase personal property at a cost of \$1,000 or more per unit, the Contractor agrees to give the Division a security interest in said property and in the proceeds thereof. The Contractor shall execute the financing statements and shall do all other acts necessary or useful to the perfection of that interest. The Contractor also shall not further encumber the personal property.

19.6 The Contractor shall not sell, lease, donate or otherwise dispose of any property purchased with funds obtained pursuant to this Contract without the prior written permission of the Division, which permission will not be unreasonably withheld or delayed. Such action(s) without prior written permission shall constitute an event of default. This provision shall survive the term or expiration of this Contract.

19.7 In the event this, or a similar, Contract is renewed or awarded to the Contractor, all property purchased under the original Contract or subsequent contracts, in the case of further renewal or award, shall be subject to the provisions specified in this entire paragraph.

19.8 Notwithstanding the foregoing, title of any property acquired by the Contractor with funds other than those obtained pursuant to this Contract shall vest in the Contractor, its successors or assigns, and title to such assets shall not be subjected to divestiture in favor of the Division or otherwise.

19.9 The Contractor, or any third party subcontracting with the Contractor, shall not undertake leasehold improvements on any single structure that exceeds the sum of three thousand dollars (\$3,000) in the aggregate with funds provided in whole or in part under this Contract without the prior express written approval of the Division. To obtain such approval, the Contractor or approved subcontractor must demonstrate adequate protection of such expenditure in the event of expiration or termination of the lease. Furthermore, the Contractor or approved subcontractor shall give the Division such security interest in the leasehold improvements or interest in the lease as the Division may require consistent with the amount of Division funds expended therefore.

19.10 All non-expendable property acquired by the Contractor, using funds under this Contract, shall be capitalized.

19.11 Any interest the Division may have in property, real or personal, covered by this paragraph, is subordinate to any interest required by the United States Department of Housing and Urban Development in consideration of funds which may be supplied by that agency to be used by the Contractor in the performance of this Contract. The Division agrees to take any steps necessary to effect the subordination of any security interests perfected prior to the perfection of any United States Department of Housing and Urban Development required security interest

**EXHIBIT C-1  
ADDITIONAL SPECIAL PROVISIONS**

1. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
2. Retroactive Payments-Individual Services: Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
3. Retroactive Payments-Contractor Services: Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.
4. Audit Requirement: On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$300,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1997.

If the Contractor is not considered a sub recipient of federal financial assistance, the Contractor agrees to submit to the Division within ninety (90) days of the end of the Contractor's fiscal year, audited financial statements, including the Management Letter, prepared in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants. The audit shall be prepared by an independent certified public accountant and provide an itemized accounting of all revenues and expenditures by program or type of service and by the same line items the Contractor uses to prepare budgets and quarterly reports for the Division. The audit shall clearly show the Contracted Program and General Management revenues and expenses for the Contract Period.

5. Credits: All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of (name), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"
6. Debarment, Suspension and Other Responsibility Matters: If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
7. Employees of the Division for Juvenile Justice Services may not serve on any board unless the grant funding is from the Juvenile Accountability Block Grant.

## STANDARD EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, NH Department of Health and Human Services, 129 Pleasant Street,  
Concord, NH 03301-6505.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd

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

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

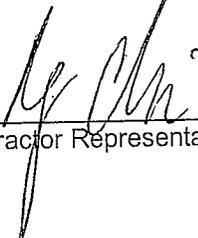
Place of Performance (street address, city, county, State, zip code) (list each location)

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

<u>Sullivan County, NH</u>	From:	To:	
Contractor Name	Period Covered by this Certification		

Greg Chanis, County Administrator

Name and Title of Authorized Contractor Representative

		<u>3/22/11</u>
Contractor Representative Signature		Date

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):

- Transitional Aid to Needy Families under Title IV-A
- Child Support Enforcement Program under Title IV-D
- Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
- Medicaid Program under Title XIX
- Social Services Block Grant Program under Title XX
- The Food Stamp Program under Title VII

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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


County Administrator  
 \_\_\_\_\_  
 Contractor Signature Contractor's Representative Title

Greg Chanis 3/22/11  
 \_\_\_\_\_  
 Contractor Name Date

## STANDARD EXHIBIT F

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

A.16

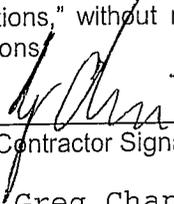
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions  
(To Be Supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions

 Contractor Signature	County Administrator Contractor's Representative Title
Greg Chanis Contractor Name	3/22/11 Date

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE  
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

\*  \_\_\_\_\_  
Contractor Signature County Administrator  
Contractor's Representative Title

Grg Chanis \_\_\_\_\_  
Contractor Name Date 3/22/11

\_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

\*   
 \_\_\_\_\_  
 Contractor Signature

County Administrator  
 \_\_\_\_\_  
 Contractor's Representative Title

Greg Chanis  
 \_\_\_\_\_  
 Contractor Name

3/22/11  
 \_\_\_\_\_  
 Date

STANDARD EXHIBIT I

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-91 and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement, as amended to include this Exhibit I. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph c. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, as amended to include this Exhibit I, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying covered entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Exhibit I, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.

b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit I.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the

Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.

d. Business Associate shall require all of its directors, officers, employees and agents, subcontractors, and third parties that receive, use or have access to PHI under the Agreement, as amended to include this Exhibit I, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)k. herein. Business Associate shall also require its agents, subcontractors, and third parties to indemnify, defend and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, subcontractors and third parties.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement, as amended to include this Exhibit I.

f. Within ten (10) days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a designated record set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, as amended to include this Exhibit I, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit I, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

l. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Term and Termination**

a. Term. The Agreement, as amended to include this Exhibit I, shall become effective as of {insert effective date} and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.

b. Termination for Cause.

Covered Entity may immediately terminate the Agreement, as amended to include this Exhibit I, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Exhibit I, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and state law.

c. No Third Party Beneficiaries. Nothing express or implied in the Agreement, as amended to include Exhibit I, is intended or shall be deemed to confer upon any person or entity other than the Covered Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.

d. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

f. Interpretation. The parties agree that any ambiguity in the Agreement, as amended to include this Exhibit I, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.

g. Indemnification. Business Associate shall indemnify, defend and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the Business Associate, including without limitation its directors, officers, and employees.

h. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

i. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k., the defense and indemnification provisions of section 3 d., and section 6 g. shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
The State

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

County of Sullivan, NH  
Name of the Contractor

*Greg Chanis*  
Signature of Authorized Representative

Greg Chanis,  
Name of Authorized Representative

County Administrator  
Title of Authorized Representative

3/22/11  
Date

**DOC Requested Projects****Unit 1 Door Replacement**

American Plate Glass	replace 8 hollow metal doors w/ assault glass & airteq locks	\$26,563
	contingency for integration fee & DPS termination 10%	\$2,656
	Requested	\$29,219

**Unit 1 Bathroom Renovation**

KPMB	Mechanical/Plumbing - Option 1	\$33,000
All Seasons Construction	Construction	\$37,267
	Contingency 5 %	\$3,513
	Requested	\$ 73,780.00

29219

73780

**Total Request for Projects****\$ 102,999.00**

**Unit 1 Door Replacement Figures**

Vendor	Qty	Description	Amount
American Plate Glass	8	Hollow metal doors	\$21,501.00
American Plate Glass	8	Hollow metal door frames	
American Plate Glass	24	Institution grade ss hinges	
American Plate Glass	8	14" x 14" 3/4" thick assault glazing	
American Plate Glass	16	Labor to extract old units, prep and install new units.	
Craftmaster Hardware	8	Airteq 9424 locks	\$5,061.60
Craftmaster Hardware	8	DPS switches	
Redhawk	1	Integration fee? DPS terminations?	\$?.??
Sullivan County	1	Misc. Supplies	\$1,000.00

**Project total: \$27,562.60**

B.3



# PROPOSAL

150 Pleasant Street, Claremont, NH, 03743  
Phone: 603-542-7787 Fax: 603-542-7786  
Email: kelk@americanplateglass.com

<b>Submitted to:</b> Sullivan County, Dept. of Corrections	<b>Contact:</b> Tony Bourque
<b>Street:</b> 103 County Farm Rd	<b>Date:</b> 28-Feb-11
<b>City, State, ZIP:</b> Claremont, NH 03743	<b>Job:</b> Replace 8 Interior Doors
<b>Phone:</b> 603-542-8717	<b>Job Location:</b> Corrections Bldg., Claremont, NH
<b>Fax:</b> 603-542-4311	<b>Job Phone:</b>
<b>Email:</b> <a href="mailto:tbourque@sullivancountynh.gov">tbourque@sullivancountynh.gov</a>	

**We hereby submit specifications and estimates for:**

As per your fax of February 16, 2011, To Supply & Install Eight (8) Doors & Frames Per the Following Specs:

- 8 - 12 gauge HR security hollow metal doors - (3'0" x 6'8" x 2")  
prepped for: 14" x 14" laminated vision glazing, 3 hinges, lock strike, "Z" pull  
and flush pull and DPS. Doors to be factory primed.
- 8 - 12 gauge HR security hollow metal three sided door frames - (3'0"x6'0" x 2")  
prepped for: 3 hinges, Airteq 9424 series lock, DPS, and conduit to top of frame.  
Frames to be factory primed.
- 24 - #604 FMCS institutional full mortise hinges with stud, US32D finish (cast stainless).
- 8 - 14" x 14" 3/4" thick laminated assault vision lites for above doors.

**Including:** Door removal, filling new frames with concrete, installation of doors and vision lites.

**By Others:** Door disposal, paint, caulking, lock mechanisms, wiring.

**We propose to furnish material and labor complete in accordance with above specifications for the sum of:**  
Twenty One Thousand, Five Hundred and One -----00/100 dollars \$ 21,501.00

**Payment to be made as follows:**  
Net 30 Upon Completion

All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

**Signature:** Leigh Kelk

**Valid For:** 90 Days

**Acceptance Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**KPMB Enterprises, LLC**  
*Mechanical Contractors*

December 13, 2010  
Attn: Ross Cunningham  
Superintendent  
Sullivan County Dept of Corrections  
103 County Farm rd  
Unity NH

Re: Unit 1 Bathroom Renovation @  
Sullivan County Dept of Corrections  
103 County Farm rd  
Unity NH

MECHANICAL PROPOSAL

We are pleased to offer the following proposal to provide you with Plumbing services for the above named project per SMP Sk 1-2 Dated 12 -07-10

**SCOPE: Option #1**

- Provide and Install 3 -Acorn Toilets model 1680 w flush valve cover
  - Provide and Install 3- Acorn 1702 washout urinals w flush valve cover
  - Provide and Install 1- Meridian 3773 curved front tri basin
  - Provide and Install 1- ADA Symmons Hydapipe per P-3H original project submittal added push button. Grab bar and seat provided by PC.Installed by GC.
  - Provide and Install 3 - Symmons Hydapipe per P-3 original project submittal added push button.
  - Provide and Install all sanitary piping, water piping, pipe insulation.
- Price: \$ 33,000 .00

**SCOPE: Option #2**

- Provide and Install 3 -Acorn Toilets model 1680 w flush valve cover
  - Provide and Install 3- Acorn 1702 washout urinals w flush valve cover
  - Provide and Install 1- Meridian 3773 curved front tri basin
  - Provide and Install 4 - 3 standard , 1 ada shower enclosure based on Penal ware 1730FA w panel options conical shower head , ADA unit comes with fixed seat, 2 - shower heads located at 72" and the other at 48"and grab bars installed. (Less vertical grab bar as it cannot be made suicide preventive.) Top Filler Piece max 12" and Side filler pieces.
  - Provide and Install all sanitary piping, water piping, pipe insulation.
- Price: \$ 48,790.00

---

<b>PLUMBING</b>	<b>HVAC</b>	<b>FIRE PROTECTION</b>
29 River Road, Unit 15, Bow, NH 03304		(603) 224-9953 Fax (603) 224-9376

---

We will cap and make safe plumbing removal by inmates.  
We will tie into existing hot water mixing valve located in closet for single point tempered  
Water connection for Lav and Showers.

Add \$ 975.00 if a new hot water mixing valve is requested. We recommend.

Exclusions: Premium Time work, Permits, Temporary Utilities (Water, Power, Sprinkler, Heating  
and Ventilation), Power wiring by others , Excavation, Roofing, Painting, Fire Tank/Fire Pump, Bond  
, Cutting/Patching, Demolition , Water/Gas Meters, Duct cleaning, Fire watch. Roof warranty, roof  
blocking, roof sealing patching, concrete pad for Expansion-tank, Storage Tanks. Any thing not listed  
in scope is excluded.

Authorized Signature

Peter Waterman  
Peter Waterman  
Sr, Project Manager

(Quote valid for 30 days)

**PLUMBING**  
29 River Road, Unit 15, Bow, NH 03304

**HVAC**

**FIRE PROTECTION**  
(603) 224-9933 Fax (603) 224-9376



**ALL SEASONS  
CONSTRUCTION CORP.**

P.O. BOX 590, SPRINGFIELD, VERMONT 05156  
TEL (802) 885-5722 FAX (802) 885-2313  
www.allseasonsconst.com

February 7, 2011

SCCCC  
103 County Farm Road  
Unity, NH 03743

Reference: Unit 1 Bathroom and showers

Ross,

We are pleased to offer a proposal for the renovation of unit 1 bathroom # 002,  
(Alternate #1 SK 1,2 & 3), and 5 additional shower units

**ALTERNATE #1**

**\$27,072.00**

- o Install 1/2" CDX plywood on existing ceiling
- o Frame shower soffit/ceiling
- o Install 5/8" Dens Armor Plus
- o Tape, coat and sand (Level 5 finish)
- o Install epoxy on walls and floor. Walls to have fiberglass reinforcing
- o Install bathroom accessories per SK-2 & 3
- o Properly dispose of all debris generated

**UNIT 1 SHOWERS** (Five additional showers)

**ADD**

**\$10,195.00**

- o Install 1/2 CDX plywood on existing ceiling
- o Frame shower soffit/ceiling
- o Install 5/8" Dens Armor Plus
- o Tape coat and sand (Level 5 finish)
- o Install epoxy on walls and floor. Walls to have fiberglass reinforcing. Booking shower floor is already epoxy and is not included
- o An allowance of **\$800.00** will be carried for providing and installing grab bars, shower curtains, etc

**Not Included**

- Permits
- Removal of electrical fixtures
- Removal of plumbing fixtures
- Removal of bathroom accessories
- Removal of existing ceramic floor or wall tile
- CMU patching
- Saw cutting, jack hammering or demo of CMU walls or concrete slab
- Painting
- Plumbing
- Electrical
- HVAC
- Disposal

**NOTES:**

This proposal is based on the contractor having the Unit 1 restroom plus two or three of the additional showers for the first phase and the balance of additional showers for the second phase. Allow two weeks per phase.

An electrical power source of (230 volt, 60 amp, 3-phase) or (480 volt 30 amp, 3-phase) and adequate 110 volt power must be supplied near the shower areas. If these power requirements are not available, customer agrees to compensate contractor for rental generator charges.

We expect to have a corrections officer available to our work crews to escort them around the facility while working

Please do not hesitate to contact me if you have any questions or if I can be of further assistance.

Very truly yours,  
ALL SEASONS CONSTRUCTION CORP.



Dave Dancosse  
Operations/Project Manager



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

Intra-Department Memorandum

From: Sergeant D. Gokey  
Subject: Daily Report  
To: Superintendent Ross L. Cunningham

Date: March 22, 2011  
At: Classification Department

**POPULATION DATA:**

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 46 Female - 14	Male - 14 Female - 6	Male - 0 Female - 0
<b>Total In-House Population: 80</b>		In-House Population on 03/22/2010 - 54

**Unit Breakdown (included in the above count):**

Unit 1 - 15	Male Flex - 11	Female Flex - 1
Unit 2 - 11	Male Treatment - 8	Female Treatment - 4
Unit 3 - 17	Male Work Release - 8	Female Work Release - 4
OBS - 1		
<b>Jail Total: 44</b>	<b>CCC Total: 36</b>	

**CENSUS DATA:**

Home Confinement/EM	Merrimack County	Cheshire County	Carroll County	
Male - 4 Female - 5	Male - 2 Female - 1	Male - 1 Female - 1	Male - 2 Female - 0	
Strafford County	Hillsborough County	NHSP/SPU	Grafton County	Weekender
Male - 1 Female - 0	Male - 2 Female - 0	Male - 8 Female - 1	Male - 2 Female - 0	Male - 1 Female - 1
<b>Total Census Population: 112</b>			Census Population on 03/22/2010 - 94	

*Individuals Housed at SCDOC for other Facilities: Total 3*

Cheshire County	Hillsborough County
Male - 1 Female - 1	Female - 1

**Pre-Trial Services Program - Total: 25**

Male - 17  
Female - 8

D.L.

STATE OF NEW HAMPSHIRE



DEPARTMENT OF JUSTICE

RESIDENTIAL SUBSTANCE ABUSE TREATMENT GRANT APPLICATION

COVER PAGE

a) Program Title Sullivan County Dept of Corrections Relapse Prevention Program

b) Authorized Purpose Area Sullivan County New Hampshire

c) Grant Starting Date February 15, 2010 Ending Date June 30, 2012

d) Federal Funds Requested \$62,812.57

e) Agency Name Sullivan County Department of Corrections

f) Chief Elected Official/Head of Agency

Name Bennie Nelson Title: Commissioner - Chair

Address 14 Main Street Newport NH 03773

Telephone: 603 863-2560 Fax: 603 863-9314

email: commissioners@sullivancountynh.gov

g) Program Director

Name Jane Coplan Title: Program Director

Address Sullivan County DOC 103 County Farm Rd Claremont, NH 03743

Telephone: 603 542-8717 ext438 Fax: 603 542-0239

E-mail: jcoplan@sullivancountynh.gov

h) Fiscal Officer

Name Greg Chanis Title: County Administrator

Address: County of Sullivan, 14 Main Street, Newport NH 03773

Tel: 603.863-2560 Ext. 101 Fax: 603.863-9314

1. Problem Statement

A recent report from the California Department of Corrections and Rehabilitation found a substantial reduction in recidivism for those offenders completing an in-prison substance abuse treatment program followed by community-based substance abuse treatment programs (CDCR Annual Report 2009). This reinforces the Principals of Effective Correctional Programs (Gaes, et al 1999) that clients should be treated in well supported programs, with continuity between programs offered at various security levels at the correctional center and with the aftercare programs recommended to inmates.

Sullivan County has a population of 44,000 people; the largest city being Claremont. It is a county with a high rate of substance abuse and the third highest rate of poverty in the state of New Hampshire (United Way 2008 study). The 2000 Census reveals that approximately 98% of the population is White and primary English speaking households is 96%; 23% of children in the County are considered living in poverty and 33% of 18-24 year olds lack a high school degree. The Sullivan County Department of Corrections (SCDOC) is operating at 200% capacity, with minimal areas for programming. The average daily population is 100. According to a study completed by Ricci Greene Associates in 2006, *over 80% of the offenders in the Sullivan County Department have an identified substance abuse problem. The recidivism rate is exceptionally high – 90% for female inmates, 80% for the males.* Approximately 40 inmates per year have co-occurring substance abuse and mental health disorders. Currently approximately 20 offenders per day and 80 per year are participating in an intensive substance abuse treatment program that also addresses co-occurring disorders. *At present about 20% have relapsed post release and are in need of some additional relapse prevention services.* A recent assessment compiled by United Way summarizes the barriers and gaps for those needing treatment in Sullivan County including a severe shortage of recovery-supportive housing, limited transportation to recovery support and treatment services, a shortage of psychiatrists to treat substance users who also have mental health diagnoses, and routine screening, brief treatment, and referral to treatment is not yet common in medical practices.

Sullivan County has invested in moving the County forward with DOC and community based treatment programming. The County chose to build a 72 bed Community Corrections Center in lieu of a traditional jail facility. The Community Corrections Center is a secure facility built with small self-contained living units. Currently the Sullivan County DOC offers a 90 day intensive treatment program for sentenced offenders. Two units, one for the men and one for the women, are dedicated to provide inmates intensive treatment programming. Evidence-based in-custody group offerings include Thinking for A Change, Cognitive Self Change, Criminal Conduct and Substance Abuse Treatment for Offenders, and Seeking Safety (gender specific). There is also a strong job development and educational component to the program. All clients are administered the Level of Service Inventory-Revised risk/need tool and the Addiction Severity Index assessment. There are additional groups facilitated by volunteers including religious services, self-help programs, yoga and various other informational sessions.

Additionally, all clients attend aftercare classes post-release through West Central Behavioral Health. *The major gap in services is an intensive relapse prevention model* that will allow for a residential treatment option for those offenders who, without this, would return to jail or prison with limited treatment services.

Due to the present staffing level, case management services are limited in terms of offering this increased level of care to the clients who have relapsed and been returned to the correctional facility. This would be enhanced by the proposed model. Relapse prevention is imperative for those individuals who have transitioned back to the community and returned to using substances.

2. Program Description

The target population for this proposal would be sentenced offenders, males and females, who have been released to the community from the Sullivan County Department of Corrections and have relapsed in their substance use. These individuals would be placed on electronic monitoring under the supervision of the Sullivan County Department of Corrections and placed in a Relapse Prevention Program for 30-45 days. All participants will be tested for substance use on a regular (weekly) basis. Individuals selected for the RSAT program will be offered this opportunity only once. Through this Relapse Prevention Program offenders would receive services in a jail setting at the Community Corrections Center. Once completing the in-custody program, they would return home with the support of the Case Manager, SCDOC, and West Central Behavioral Health clinical staff. This process will be a coordinated effort of the SCDOC, Probation Department, County Attorney, and Public Defender.

A fulltime Case Manager will oversee coordination of and referral to essential services, facilitate groups, and provide supportive transitional services upon completion of the Relapse Prevention Program.

Evidence-based programming will include:

- Cognitive Self Change (as Thinking for A Change has already grounded them)
- Prime Solutions ( a Prime for Life curriculum, including course work and videos)

The Cognitive Self Change group allows each person to address their needs in the process of improved decision making skills, which is a critical factor for clients at risk of relapse. The Prime Solutions Curriculum assists clients in examining a range of needs as they develop a relapse prevention plan. Moreover, Clinicians funded through the SCDOC will offer individual counseling and support as needed.

Prime for Life is a motivational intervention used in group settings to prevent alcohol or drug problems or provide early intervention. Participants are guided in self-assessing their level of progression toward or into dependence on addiction, and assists in developing a detailed plan for successfully following through with behavior change. (SAMSHA 2009)

The addition of a case management component will provide individualized and comprehensive services across the lifespan of recovery, as the risk and protective factors of these participants is addressed. Wrap-around services will be provided through the case management model. This will include addressing such obstacles and needs as transportation, housing, work/school, family and peer support, poverty, medical and mental health needs.

Enhancement of services will occur through the linkages with medical personnel, mental health providers, the criminal justice system, social service providers, and

employment/vocational/educational opportunities. During this Relapse Prevention Program, RSAT participants will also have enhanced transition supervision through their probation and parole office.

This case management component in combination with targeted intervention services, individual and group sessions, and support systems, will augment current resources in the community and provide a mechanism to identify and develop services for the greatest impact in sustainable reduction of substance use by the participants.

Once completing these programs, clients will be referred to aftercare groups offered by West Central Behavioral Health in addition to enhanced probation services offered by the supervising Probation Officer.

**3. Goals, Objectives, Activities, and Performance Measures**

The Sullivan County Department of Corrections has added a management software system provided by Spillman Technologies, Inc. This software offers the capability of collecting the data needed to support a full analysis of outcome measures described herein. The information will be utilized to further improve the program, making recommendations and adjustments as necessary. Performance outcome measures include the primary goal of reduction in recidivism through relapse prevention measures.

**Goal:** *Provide evidence-based group services for individuals released from SCDOC that have relapsed (Cognitive Self Change, Prime Solutions).*

**Objectives:**

- To implement group services to address need (relapse prevention)
- To have all RSAT participants attend Relapse Prevention groups
- To monitor attendance and participation at groups

**Performance Measures:**

- Number of groups held
- Number of participants in each group
- Number of RSAT participants completing groups

**Goal:** *Provide individual case management "wrap-around" services to RSAT participants.*

**Objectives:**

- To hire a full-time Case Manager dedicated to the Relapse Prevention Program
- To maintain contact with the RSAT participants throughout the Relapse Prevention Program
- To refer RSAT participants to available supportive resources
- To maintain and update community linkages to assist with recovery
- To provide enhanced supervision (more regular contact) by the Probation Officer

**Performance Measures:**

- Number of individual/family case management sessions held
- Number of referrals to supportive resources
- Number of Probation Officer contacts

**Goal:** *Conduct drug testing on all RSAT participants.*

**Objectives:**

- To conduct random weekly drug testing on each RSAT participant.
- To review and monitor the urinalysis testing results of participants.
- To establish clear guidelines for positive urinalysis results.

**Performance Measures:**

- Number of urinalysis tests taken, per person and per entirety
- Number/percentage of positive/negative urinalysis tests

**Goal:** *Monitor RSAT participant's progress in the Relapse Prevention Program.*

**Objectives:**

- To document admittance in program and termination from program
- To document average length of stay in the program
- To determine reason for termination from program

**Performance Measures:**

- Number of RSAT participants admitted
- Number of days RSAT participants stay in program
- Reason for termination from program (drop out, re-arrest, program violation, completion of program)

### New Hampshire Department of Justice Budget Detail Worksheet

**Purpose:** The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

**A. Personnel** - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
<u>Name/Position</u>	<u>Annual Salary/Rate</u>	<u>Level of Effort</u>	<u>Federal</u>
Case Manager (New)	\$33,012.10	100%	\$33,012.10
Secretary (Existing)		33% (11.48 hrs/wk)	\$10,886

Indicate if new or existing position.

**SUB-TOTAL \$43,898.10**

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Individual fringe benefits must be listed by amount and percentage.

<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
<u>Name/Position</u>	<u>Computation</u>	<u>Federal</u>	<u>Match</u>
Case Manager	Medicare (annual x .0765)	\$ 2,525.43	
	NHRS (annual x .1109)	\$ 3,661.04	
	Health (family)	\$22,411.00	
	Dental (family)	\$ 1,181.00	
	Life	\$ 22.00	

**SUB-TOTAL \$29,800.47**

**Total Personnel & Fringe Benefits: \$73,698.57**  
**FEDERAL \$62,812.57 MATCH: \$10,886**

**C. Travel**

n/a

**D. Equipment**

n/a

**E. Supplies** - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

**Supply Items**                      **Computation**                      **Federal**                      **Match**

Supply Items	Cost	Federal	Match
Program Materials	\$3,025		\$3,025
Urinalysis Screenings	\$4,050		\$4,050
Office Supplies/Equipment	\$3,000		\$3,000

**TOTAL \$10,075**

**F. Construction**

n/a

**G. Consultants/Contracts**

n/a

**H. Other Costs**

n/a

**I. Indirect Costs**

n/a

<b>Budget Category Amount</b>	<b>Federal</b>	<b>Match</b>
A. Personnel	<u>\$33,012.10</u>	<u>\$10,886</u>
B. Fringe Benefits	<u>\$29,800.47</u>	_____
C. Travel	_____	_____
D. Equipment	_____	_____
E. Supplies	_____	<u>\$10,075</u>
F. Construction	_____	_____
G. Consultants/Contracts	_____	_____
H. Other	_____	_____
<b>Total Direct Costs</b>	<u>\$62,812.57</u>	<u>\$20,960.50</u>
I. Indirect Costs	_____	_____
<b>TOTAL PROJECT COSTS</b>	<u>\$62,812.57</u>	<u>\$20,960.50</u>
	<b>TOTAL:</b>	<u>\$83,773.07</u>
<b>Federal Request</b>	<u>\$62,812.57</u>	
<b>Non-Federal Match Amount</b>	<u>\$20,960.50</u>	

---

# New Hampshire Department of Justice

---

## BUDGET NARRATIVE:

### **Section A. Personnel**

The Sullivan County Department of Corrections is requesting one full-time Case Manager for the provision of individual and group sessions, to oversee coordination of and referral to essential services, and to work in collaboration with the Probation Department, the Courts, West Central Behavioral Health, and community providers as part of a model Relapse Prevention Program. The annual salary for this position is \$33,012.10.

The Sullivan County Department of Corrections will supply approximately one-third (11.48 hours per week) of a secretarial position to provide support services to the Case Manager in the Relapse Prevention Program. The remainder of this position is devoted to the Program Unit. One-third of this annual salary is \$10,886.00 (cash Match).

### **Section B. Fringe Benefits**

Fringe Benefits for the full-time Case Manager totals \$29,800.47, which includes Medicare, NHRS, Health, Dental, and Life Insurance.

Benefits for the secretarial position will be funded by SCDOC.

### **Section E. Supplies (cash Match)**

The Sullivan County Department of Corrections will purchase program materials, including workbooks for Prime Solutions, and other related supplies for individual and group sessions (Total = \$3,025).

Urinalysis testing products will be supplied by Sullivan County Department of Corrections (\$4,050).

A computer and related software, and other office supplies and equipment (\$3,000) will be purchased by Sullivan County Department of Corrections.

Total Relapse Prevention Program costs = \$83,773.07

The 25% cash Match by SCDOC = \$20,960.50

**Federal Funds requested = \$62,812.57**

## RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM

### GUIDELINES AND CONDITIONS

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program outlined in this application package, if funded by Residential Substance Abuse Treatment Program grant funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Office of Justice Programs, Bureau of Justice Assistance, Residential Substance Abuse Treatment Program.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that the Residential Substance Abuse Treatment Program grant funds will be expended only for purposes and activities covered by the subgrantee's approved application.
4. The subgrantee agrees to provide information on the program supported with Residential Substance Abuse Treatment Program grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit, and to retain grant-related documentation for three (3) years after the close of the grant award period.
5. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Residential Substance Abuse Treatment Program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.
6. The subgrantee agrees to maintain detailed time and attendance records for any and all personnel positions funded with Residential Substance Abuse Treatment Program grant funds.

GUIDELINES AND CONDITIONS (Continued)

7. The subgrantee agrees that all Residential Substance Abuse Treatment Program grant funds will be expended on Residential Substance Abuse Treatment Program allowable activities as described in the subgrantee's program abstract narrative. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant ending date which were set forth in the subgrantee's application.

8. Equipment purchased with Residential Substance Abuse Treatment Program grant funds shall be Year 2000 compliant and shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Residential Substance Abuse Treatment Program grant funds.

9. The subgrantee agrees that the title to any equipment purchased Residential Substance Abuse Treatment Program funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for Residential Substance Abuse Treatment Program purposes for which it was acquired.

10. The subgrantee agrees to provide for an annual audit of the Residential Substance Abuse Treatment Program. Residential Substance Abuse Treatment Program funds will only pay its prorated share of the audit. This prorated share is the percentage of the Residential Substance Abuse Treatment Program grant award compared to the total agency budget. The audit shall be conducted in accordance with OMB Circular No. A-133 (revised 06/24/97). A copy of the completed audit report and management letters shall be sent to the New Hampshire Department of Justice, Grants Management Unit, annually. If the subgrantee is not required to perform an audit under the revised version of OMB Circular No. A-133, but an audit is still performed, the subgrantee agrees to provide a copy of said audit and management letters to the New Hampshire Department of Justice, Grants Management Unit.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39.

GUIDELINES AND CONDITIONS (Continued).

12. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the subgrantee on the grounds of race, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the Office of Justice Programs, Office for Civil Rights, 810 Seventh Street NW, Washington DC 20531.

13. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

14. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

15. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

16. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

17. The subgrantee assures that all programs will conform to the federal grant program requirements. Specifically, such programs must include at a minimum the following statutory requirements: be 6 to 12 months in duration, be in a residential correctional or detention facility, be set apart from the general inmate population, utilize urinalysis or other proven reliable forms of testing, be substantially focused on the substance abuse problems of the inmate, and be intended to develop the cognitive, behavioral, social, vocational, and other skills necessary to solve a substance abuse or related problem.

18. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2008-RT-BX-0000 awarded by the Bureau of Justice Assistance, U.S. Department of Justice and administered through the New Hampshire Department of Justice."

19. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2008-RT-BX-0000 awarded by the Bureau of Justice Assistance, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Head of Agency Bennie Nelson Date: 3/22/11  
Bennie Nelson, Chair (Signature)

Financial Officer Greg Chanis Date: 3/22/11  
Greg Chanis, Fiscal Agent/County Administrator (Signature)

D.H.

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

**Greg Chanis, County Administrator**

\_\_\_\_\_  
Name and Title of Authorized Representative

Signature *Greg Chanis*

Date 3/22/11

County of Sullivan, NH

\_\_\_\_\_  
Name and Address of Agency

Feb 2011

MEDICARE		Feb 2010 Compare	Feb 2010 AVG CENSUS	Feb 2011 Actual	Feb 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
			9	243	9	308	11	-65
CENSUS:		262				\$150,920.00		-\$28,219.41
REVENUE		135,601		\$122,700.59		\$490.00		\$14.94
AVERAGE RATE PER DAY		518		\$504.94				

PRIVATE		Feb 2010 Compare	Feb 2010 AVG CENSUS	Feb 2011 Actual	Feb 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
			24	564	20	560	20	4
CENSUS:		671				\$131,600.00		\$940.00
REVENUE		144,325		\$132,540.00		\$235.00		\$0.00
AVERAGE RATE PER DAY		215		\$235.00				

MEDICAID		Feb 2010 Compare	Feb 2010 AVG CENSUS	Feb 2011 Actual	Feb 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
			111	3,174	113	3,080	110	94
CENSUS:		3,114				\$418,695.20		\$38,963.86
REVENUE		439,417		\$457,659.06		\$135.94		\$8.25
AVERAGE RATE PER DAY		141		\$144.19				

HCBC (RESRITE)		Feb 2010 Compare	Feb 2010 AVG CENSUS	Feb 2011 Actual	Feb 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
			0	0	0	0	0	0
CENSUS:		0				\$424.66		-\$424.66
REVENUE		0		\$0.00		\$0.00		\$0.00
AVERAGE RATE PER DAY		0		\$0.00				

MANAGED CARE		Feb 2010 Compare	Feb 2010 AVG CENSUS	Feb 2011 Actual	Dec 2010 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
			0	0	0	0	0	0
CENSUS:		12				\$0.00		\$0.00
REVENUE		5,400		\$0.00		\$0.00		\$0.00
AVERAGE RATE PER DAY		450		\$0.00				

TOTAL CENSUS		Feb 2010 Compare	Feb 2010 AVG CENSUS	Feb 2011 Actual	Feb 2011 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
			145	3,981	142.2	0	141.0	
AVERAGE CENSUS		4,059				\$0.00		

MEDICARE B REVENUE		Feb 2011 Actual	BUDGETED	VARIANCE
		\$26,213.53	\$33,753.44	-\$7,539.91
	ACTUAL	\$42,894.46		
TOTAL MONTHLY REVENUE VARIANCE				\$3,719.88



## Revenue Review thru 02/01/2011

	Annual Budget	243 Days YTD budget	YTD	Variance	
Medicaid	5,457,991	3,633,676	3,842,641	208,965	
Private	1,715,500	1,142,100	1,130,371	(11,729)	
Insurance	15,000	9,986	23,198	13,211	
Respite (HCBC)	5,000	3,329	1,749	(1,580)	
Medicaid Assessment	1,826,825	913,413	985,926	72,513	Paid quarterly (two payment made)
ARRA	300,000	150,000	267,118	117,118	Paid quarterly (2 payment rec'd for FY11)
Medicare Part B (Total)	440,000	292,932	335,232	42,300	
Medicare Part A	1,967,350	1,309,770	908,177	(401,593)	
Proshare	475,000			-	Paid at end of FY
Net Variance from Operations				39,205	
Net Variance without ARRA				(227,912)	
Misc Income	10,000	6,658	24,753	18,095	
Laundry	85,000	56,589	44,998	(11,591)	
Cafeteria	15,000	9,986	10,624	638	
Meals	339,164	225,800	226,104	304	
YTD Variance		7,754,238	7,800,890	46,652	
	12,651,830				

E3

Sullivan County Nursing Home  
Quarterly Resident Census

Resident Census - FY 11

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPIRE		CARE		DAYS		FILLED	
Jul-10	4836	3457	79.69%	588	13.55%	280	6.45%	11	0.25%	0	0.00%	2	0.05%	4338	89.70%
Aug-10	4836	3500	79.20%	570	12.90%	349	7.90%	0	0.00%	0	0.00%	0	0.00%	4419	91.38%
Sep-10	4680	3489	81.90%	586	13.76%	183	4.30%	0	0.00%	2	0.05%	3	0.07%	4260	91.03%
1ST QUARTER	14,352	10,446	80.25%	1,744	13.40%	812	6.24%	11	0.08%	2	0.02%	5	0.04%	13,017	90.70%
Oct-10	4836	3577	80.96%	660	14.94%	178	4.03%	0	0.00%	0	0.00%	3	0.07%	4418	91.36%
Nov-10	4680	3508	82.15%	574	13.44%	186	4.36%	0	0.00%	0	0.00%	2	0.05%	4270	91.24%
Dec-10	4836	3607	82.09%	596	13.56%	188	4.28%	0	0.00%	0	0.00%	3	0.07%	4394	90.86%
2ND QUARTER	14,352	10,692	81.73%	1,830	13.98%	552	4.22%	0	0.00%	0	0.00%	6	0.04%	13,082	91.15%
Jan-11	4836	3669	81.71%	607	13.52%	213	4.74%	0	0.00%	0	0.00%	1	0.02%	4490	92.85%
Feb-11	4368	3173	79.70%	564	14.17%	243	6.10%	0	0.00%	0	0.00%	1	0.03%	3981	91.14%
Mar-11	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
3RD QUARTER	14,040	6,842	80.77%	1,171	13.82%	456	5.38%	0	0.00%	0	0.00%	2	0.02%	8,471	60.33%
Apr-11	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
May-11	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Jun-11	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
4TH QUARTER	14,196	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
FY '11 TOTAL	56,940	27,980	80.94%	4,745	13.73%	1,820	5.26%	11	0.03%	2	0.01%	15	0.04%	34,570	60.71%
YTD AVG.		115.1		19.5		7.5		0.0		0.0		0.1		142.3	

Avg  
Census

141.5

142.2

143.6

0.0

Resident Census - FY 10

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPIRE		CARE		DAYS		FILLED	
Jul-09	4836	3299	80.09%	617	14.98%	203	4.93%	0	0.00%	0	0.00%	0	0.00%	4119	85.17%
Aug-09	4836	3220	77.40%	748	17.98%	192	4.62%	0	0.00%	0	0.00%	0	0.00%	4176	89.23%
Sep-09	4680	3153	75.50%	705	16.88%	296	7.09%	22	0.53%	0	0.00%	0	0.00%	4176	89.23%
1ST QUARTER	14,352	9,672	77.66%	2,070	16.62%	691	5.85%	22	0.18%	0	0.00%	0	0.00%	12,455	86.78%
Oct-09	4836	3263	75.65%	746	17.30%	304	7.05%	0	0.00%	0	0.00%	0	0.00%	4313	89.19%
Nov-09	4680	3220	77.03%	696	16.65%	264	6.32%	0	0.00%	0	0.00%	0	0.00%	4403	91.05%
Dec-09	4836	3453	78.42%	669	15.19%	281	6.38%	0	0.00%	0	0.00%	0	0.00%	4296	89.86%
2ND QUARTER	14,352	9,936	77.05%	2,111	16.38%	849	6.58%	0	0.00%	0	0.00%	1	0.02%	4522	93.51%
Jan-10	4836	3464	76.60%	590	13.05%	467	10.33%	0	0.00%	12	0.30%	1	0.02%	4059	92.93%
Feb-10	4368	3209	79.06%	575	14.17%	262	6.45%	0	0.00%	2	0.05%	1	0.02%	4400	90.98%
Mar-10	4836	3491	79.34%	684	15.55%	222	5.05%	0	0.00%	14	0.11%	3	0.02%	4298	92.46%
3RD QUARTER	14,040	10,164	78.30%	1,849	14.24%	951	7.33%	0	0.00%	14	0.11%	3	0.02%	4288	91.62%
Apr-10	4680	3447	80.39%	651	15.18%	185	4.31%	0	0.00%	4	0.09%	1	0.02%	4426	91.52%
May-10	4836	3540	79.98%	707	15.97%	178	4.02%	0	0.00%	0	0.00%	1	0.02%	4321	92.33%
Jun-10	4680	3448	79.80%	641	14.83%	226	5.23%	5	0.12%	0	0.00%	1	0.02%	4305	91.82%
4TH QUARTER	14,196	10,435	80.05%	1,999	15.33%	589	4.52%	5	0.04%	14	0.09%	3	0.02%	13,035	91.82%
FY '10 TOTAL	56,940	40,207	78.27%	8,029	15.63%	3,080	6.00%	27	0.05%	18	0.04%	6	0.01%	51,367	90.21%
YTD AVG.		110.2		22.0		8.4		0.1		0.0				140.7	

Avg  
Census

135.4

140.2

144.2

143.2

E.4.

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

Page 1 of 1  
3/14/2011 7:36 AM  
AR7400A

	Feb 2011	Jan 2011	Dec 2010	Nov 2010	Oct 2010	Sep 2010	Aug 2010	Jul 2010	Jun 2010	May 2010	Apr 2010	Mar 2010	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	10	13	10	11	6	5	8	12	8	5	10	10	108	23
MCR # Admits & Readmits	6	8	7	6	6	3	4	9	5	4	5	6	69	14
MCR # Discharges from facility	1	6	3	2		1	1	8		3	2	5	30	7
MCR Discharged LOS	23.0	18.8	15.0	10.0		93.0	26.0	28.7		17.3	29.5	47.8	28.1	19.4
MCR # End or A/R Change	4	1	6	4	2	8	5	2	1	3	2	8	46	5
MCR End or A/R Change LOS	31.3	49.0	40.7	36.0	21.5	54.8	45.0	72.0	71.0	50.0	68.0	41.9	45.7	34.8
Total Average MCR LOS	29.6	23.1	32.1	27.3	21.5	59.0	41.8	39.5	71.0	33.7	48.8	44.2	38.8	25.8
Total MCR Days	243	213	188	186	178	183	349	280	226	178	185	222	2631	456
Rehab RUGs	209	188	150	178	175	173	273	259	210	161	166	185	2327	397
% of Total MCR Days	86%	88%	80%	96%	98%	95%	78%	93%	93%	90%	90%	83%	88%	87%
Non-Rehab RUGs	34	25	30	8	3	10	76	21	16	17	19	37	296	59
% of Total MCR Days	14%	12%	16%	4%	2%	5%	22%	8%	7%	10%	10%	17%	11%	13%
Default Days			8										8	
% of Total MCR Days			4%											
A ADL (low dependency)	135	139	86	61	80	18	52	34	1	27	41	22	696	274
% of Total MCR Days	56%	65%	48%	33%	45%	10%	15%	12%		15%	22%	10%	27%	60%
B ADL (medium dependency)	58	71	43	30		80	136	102	113	80	56	121	890	129
% of Total MCR Days	24%	33%	24%	18%		44%	39%	36%	50%	45%	30%	55%	34%	28%
C ADL (high dependency)	50	3	51	95	98	85	181	144	112	71	88	79	1037	53
% of Total MCR Days	21%	1%	28%	51%	55%	46%	48%	51%	50%	40%	48%	36%	40%	12%
Medicare Net Revenue	\$122,701	\$109,063	\$98,337	\$111,366	\$99,462	\$88,338	\$156,215	\$138,829	\$119,738	\$90,105	\$87,042	\$109,087	\$1,330,282	\$231,764

February 2011						
<u>Admission/Discharge Summary</u>						
				<u>Admissions</u>	<u>Discharges</u>	
HCB		Home		0		0
MCD		Assisted Living				8
		Expired				
		Home		2		8
		Hospital		1		
		Nursing Home				
			MCD Subtotal	3		16
MRA		Assisted Living				
		Expired				1
		Home				
		Hospital		6		
		Nursing Home				
			MRA Subtotal	6		1
PVT		Assisted Living				
		Expired				
		Home		1		1
		Hospital				
		Nursing Home				
		Private home/apartment		1		1
			PVT Subtotal			
<b>TOTAL</b>				<b>10</b>		<b>18</b>

YTD FY11							
July 2010 to February 2011							
Admission/Discharge Summary							
				Admissions		Discharges	
HCB	Home			1		1	
				1		1	
MCD	Assisted Living			2			17
	Expired						3
	Home			1			3
	Hospital			11			25
	Nursing Home			2			
			MCD Subtotal	16			45
MRA	Assisted Living						6
	Expired						10
	Home			1			6
	Hospital			46			
	Nursing Home			2			
			MRA Subtotal	49			22
PVT	Assisted Living						3
	Expired						1
	Home			3			5
	Hospital			3			
	Nursing Home			1			
	Private home/apartment						
				7			9
			PVT Subtotal				
TOTAL				73			77

*Month-end Ag Analysis*

E.7

Page 1 of 47  
3/14/11 2:17 PM  
AR6100B

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

*Resident (Res #) (Discharge Date)*

Type	Feb/	Jan/	Dec/	Nov/	Oct/	Sep/	Aug/	Jul/	Jun/	May/	Apr/	Mar/	Feb/	Balance
<b>Aged Analysis Summary</b>														
HCB													1,504.00-	1,504.00-
INS	21,979.39	13,679.09	2,330.05	874.76-	426.91	7,132.38	14,685.62	5,807.91	15,302.39	2,942.62	4,000.70	1,818.30	54,220.70	143,451.30
MCD	361,286.91	11,055.61	6,483.70	7,254.60	3,846.71	2,065.12-	409.44-	482.65	7.38-	2,145.87	7.38-	2,048.31	58,453.11	450,568.15
MCP														
MRA	98,504.09	30,296.73	139.81	684.72-	2.54	381.64	0.59	0.11-	0.01	0.03	0.43-	0.27-	9,035.98	137,675.89
MRB	20,970.51	1,264.91	1,250.02	2,034.41	1,246.29	1,708.39	661.06	21.64-	586.41	1,137.84	0.12-	1.78-	69,147.45	99,983.75
MXA	4,103.50	4,103.50	2,509.00	3,144.50			1,579.01-	9.00-	1,109.25-	1,123.56-	3,025.00-	412.50-	60,370.40	66,972.58
MXB	2,335.16	4,709.44	275.53	575.00	223.64	265.88-	205.93-	994.43	1,158.87	468.59	113.72-	224.18-	26,710.71	36,641.66
PVT	83,545.22	23,302.82	30,695.87	28,816.75	16,926.15	21,750.00	22,681.50	30,896.88	19,690.00	18,932.57	12,896.34	6,839.23	101,796.01	418,769.34
RES	15,394.18	1,183.31	3,924.77	6,429.17	2,384.05	8,718.15	2,836.60	2,970.17	1,644.39	2,710.91	1,558.38	2,757.17	21,301.25-	31,220.00
PHC													375.00-	375.00-
HST													800.00	800.00
PIN														
HSR														
<b>Totals:</b>	<b>608,118.96</b>	<b>89,595.41</b>	<b>47,808.75</b>	<b>46,894.95</b>	<b>25,066.29</b>	<b>37,359.56</b>	<b>38,670.99</b>	<b>41,121.29</b>	<b>37,265.44</b>	<b>27,214.87</b>	<b>15,308.77</b>	<b>12,824.28</b>	<b>357,354.11</b>	<b>1,384,203.67</b>
	43.93%	6.47%	3.44%	3.37%	1.81%	2.70%	2.79%	2.97%	2.69%	1.97%	1.11%	0.93%	25.82%	100.00%

Sullivan County Sugarbush  
Request for Proposals  
March 2011

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

**Description of Sugarbush:**

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

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

**Terms and Conditions of Lease:**

-Duration of lease will be for 5 years. At the end of 5 year lease term, Lessee will have option to renew lease if the Lessor agrees.

-Only 5/16" health spouts are allowed.

-Must follow tapping guidelines found in the publication *Good Forestry in the Granite State*. Tap only trees 12 inches dbh and larger. Place one tap hole in trees 12 to 18 inches dbh and two tap holes in trees greater than 18 inches dbh. Place no more than two tap holes per tree. Make sure "drops" (tubing attached directly to the spout) are of sufficient length so tap holes can be placed on all sides of the tree. Remove all spouts from tap holes in a timely manner and no later than May 15.

-New tubing will need to be installed at the expense of the lessee. Maintenance and repairs to tubing shall be the responsibility of the Lessee. Ownership of the tubing shall be that of the Lessee. If Lessee does not renew lease then they must remove all tubing.

-Lessee shall obtain a premises liability policy covering the leased premises.

-Lessee shall pay the lessor on an annual basis a per tap fee and a fee for the sugarhouse.

-Lessee shall also provide 15 gallons of Grade A maple syrup to the lessor each year.

-Lessor will provide electricity and water at lessor's expense.

F. 2  
-Premises must be maintained in an orderly fashion. Only maple sugaring equipment will be allowed on site. Any other equipment will require the written permission of the lessor.

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

**Information to include in Proposal:**

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

-Amount willing to pay annually per tap.

-Amount willing to pay annually to lease sugarhouse.

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

There will be an open house on     to view the sugarbush and sugarhouse.

All proposals are due by:

Please send proposals to:

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

Any questions about the sugarbush contact:

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

## Sugarbush Lease Agreement

### Section I. Contracting Parties, Description of Property and Term of Lease

1. This lease is made between Sullivan County, here in after called the Lessor, and \_\_\_\_\_, here in after called the Lessee(s).

2. The Lessor, in consideration of the agreements with the Lessee(s) here in after set forth, hereby leases to the Lessee(s), maple trees to use for tapping and the production of maple sap and the right to transport such sap to a processing location herein described on the Home Place Lot of the Sullivan County Farm in the town of Unity, New Hampshire

3. Description of lands included in this lease.  
Lands included in this lease shall be land on the Home Place behind the Sullivan County Nursing Home from the Sugar House to the Fire Pond and the western slope of Glidden Hill. Also included in this lease is the St. Sauveur Place.

#### 4. Term of Lease

The term of the lease shall be from June 1, 2011 to May 31, 2016.

The Lessee(s) shall have the option to renew for a period of five years after the first lease period, provided that the Lessor has not given notice of cancellation for cause, at least six months prior to the end of the current lease. The Lessee(s) shall advise the Lessor of intent to renew this lease not less than six months prior to the end of said lease.

### Section II. Land Use

Maple trees and the leased premises shall be maintained by the Lessee(s) in their present condition, or improved, and the yield of sap maintained or increased by current methods of tapping, installation of tubing, or tree thinning as recommended by the Sullivan County Extension Forester, the NH Division of Forest and Lands or mutually approved NH licensed consulting forester. Any costs incurred shall be paid by the Lessee(s).

The following practices are mutually agreed upon:

1. Lessee(s) shall follow tapping guidelines found in the publication *Good Forestry in the Granite State*. Tap only trees 12 inches dbh and larger. Place one tap hole in trees 12 to 18 inches dbh and two tap holes in trees greater than 18 inches dbh. Place no more than two tap holes per tree.

2. Only 5/16" health spouts are allowed.

3. Make sure "drops" (tubing attached directly to the spout) are of sufficient length so tap holes can be placed on all sides of the tree.
4. Remove all spouts from tap holes in a timely manner and no later than May 15.
5. Premises must be maintained in an orderly fashion. Only maple sugaring equipment will be allowed on site. Any other equipment will require the written permission of the Lessor.
6. Thinning of maple trees for sugarbush improvement may be carried out by the Lessee(s), providing that the sugarbush has been marked for thinning by the Sullivan County Extension Forester or a mutually agreed upon NH licensed consulting forester.

### **Section III. Time and Amount of Payment**

1. The Lessee(s) shall pay to the Lessor annually the sum of \$     per tap on or before April 1st of each year of the lease.
2. The Lessee(s) will provide fifteen (15) gallons, at no cost to the Lessor, of Grade A maple syrup for the Sullivan County annual pancake breakfast.
3. Annual lease of the Sugar House will be paid in one lump sum on the signing of the lease and on each anniversary date of the lease in the amount of \$     per year .

### **Section IV. Liability**

The Lessee(s) shall assume all responsibility and liability for accidents occurring to him or his employees and family members, or visitors, while engaged in the tapping of trees, gathering and boiling of sap, thinning, cutting and splitting of firewood, and crossing of the Lessor's land to get to or from the leased sugarbush.

The Lessee(s) shall obtain a premises liability policy covering the rented premises and shall provide a certificate of insurance, naming the Lessor as an additional insured, in an amount not less than \$500,000, not later than January 1 each year of the lease. Failure to provide said certificate of insurance shall be just cause for lease cancellation at the sole option of the Lessor.

The Lessor is not liable for any injuries to the Lessee or damage to equipment.

The Lessor will be held harmless with regard to the quality and production of the maple syrup.

**Section V. The Lessor Agrees to:**

- 1. Provide the Lessee(s) access and use of the sugarbush and Sugar House at the Home Place for maple sap production and processing.
- 2. Supply electricity and water at the Lessor's expense.
- 3. Keep all livestock out of the sugarbush. Under no circumstances shall the sugarbush be pastured.

**Section VI. The Lessee(s) Agrees to:**

- 1. Furnish all labor, equipment, supplies and all operational expenses unless use of the Lessor owned equipment is specified elsewhere in this agreement.
- 2. Maintain premises in an orderly fashion. Only maple sugaring equipment will be allowed on site. Storage of vehicles is prohibited.
- 3. Neither assign or sublet any of the land or property covered in this lease to any other person or persons without the express written permission of the Lessor.
- 4. Follow tapping guidelines as outlined in Section II.
- 5. Maintain liability insurance as set forth in the provisions of Section IV.
- 6. Provide fuel for evaporating equipment.
- 7. Consult with the Sullivan County Extension Forester before performing sugarbush management activities such as thinning.
- 8. Carry Thirty Thousand Dollars (\$30,000) in Fire Insurance to cover the cost of replacement of the Sugar House.

**Section X. Signatures**

This Agreement is subject to approval of the Sullivan County Delegation and/or Finance Committee as required under RSA Chapter 28. The representative of said County will endeavor to obtain such approval and if this approval is not forthcoming, the Lessor may, at his option, rescind this agreement.

This Agreement is binding on all parties signing, before this witness, on this day:

Lessor Signature:

Date:

Lessee(s) Signature:

Date:



# SULLIVAN COUNTY

*Serving the communities of:*

Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon,  
Lempster, Newport, Plainfield, Springfield, Sunapee, Unity and Washington

**Commissioners Office**  
14 Main Street  
Newport, NH 03773  
Tel. (603) 863-2560  
Fax. (603) 863-9314  
E-mail: [commissioners@  
sullivancountynh.gov](mailto:commissioners@sullivancountynh.gov)

**County Manager**  
14 Main Street  
Newport, NH 03773  
Tel. (603) 863-2560  
Fax. (603) 863-9314  
E-mail: [manager@  
sullivancountynh.gov](mailto:manager@sullivancountynh.gov)

**Dept. of Corrections**  
103 County Farm Rd.  
Claremont, NH 03743  
Tel. (603) 542-8717  
Fax. (603) 542-4311  
E-mail: [doc@  
sullivancountynh.gov](mailto:doc@sullivancountynh.gov)

**Facilities &  
Operations Dept.**  
5 Nursing Home Dr.  
Claremont, NH 03743  
Tel. (603) 542-9511 Ext 230  
Fax. (603) 542-2829  
E-mail: [facilities@  
sullivancountynh.gov](mailto:facilities@sullivancountynh.gov)

**Human Resources**  
5 Nursing Home Dr.  
Claremont, NH 03743  
Tel. (603) 542-9511 Ext. 286  
Fax. (603) 542-9214  
E-mail: [humanresources@  
sullivancountynh.gov](mailto:humanresources@sullivancountynh.gov)

**Human Services**  
5 Nursing Home Dr.  
Claremont, NH 03743  
Tel. (603) 542-9511 Ext 210  
Fax. (603) 542-9214  
E-mail: [humanservices@  
sullivancountynh.gov](mailto:humanservices@sullivancountynh.gov)

**Sullivan County Health Care**  
5 Nursing Home Dr.  
Claremont, NH 03743  
Tel. (603) 542-9511  
Fax. (603) 542-9214  
E-mail: [nursinghome@  
sullivancountynh.gov](mailto:nursinghome@sullivancountynh.gov)

Date: March 11, 2011

## REQUEST FOR PROPOSAL

### AUDIT SERVICES

Sullivan County, NH is requesting proposals from qualified public accounting firms for the annual audit and related services. The services required are outlined in the attached "Request For Proposals".

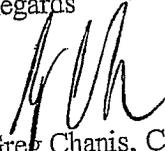
We invite you to respond to this request with a proposal for the three (3) fiscal years ending June 30, 2011, 2012, and 2013.

All responses to this RFP should be sealed and submitted to the County no later than **Monday, April 4, 2011 at 3:00 PM**, to the following address:

**Sullivan County NH, Board of Commissioners**  
**Sealed Audit Bid**  
**Attn: Greg Chanis, County Administrator**  
**14 Main Street**  
**Newport, NH 03773**

If you have any questions regarding this matter, please feel free to contact Greg Chanis at 603.863-2560 or by email at [gchanis@sullivancountynh.gov](mailto:gchanis@sullivancountynh.gov)

Regards

  
Greg Chanis, County Administrator  
Sullivan County, NH  
Tel. 603.863-2560  
Fax. 603.863-9314  
Email: [gchanis@sullivancountynh.gov](mailto:gchanis@sullivancountynh.gov)  
14 Main Street, Newport, NH, 03773

**All Day, Every Day, We Make Life Better**

**Sullivan County, New Hampshire**  
**REQUEST FOR PROPOSALS**  
**FINANCIAL AUDIT SERVICES**  
**FOR FISCAL YEARS ENDING JUNE 30, 2011, 2012 & 2013**  
**THREE YEAR CONTRACT**

The Sullivan County Board of Commissioners is seeking proposals from qualified public accounting firms for audit services for fiscal years ending June 30, 2011, 2012, and 2013. The technical specifications and the information necessary to complete the proposals(s) are listed in Attachment I of this invitation for proposals.

Technical and procedural questions should be directed to Greg Chanis, County Administrator at (603) 863-2560.

**Proposal Instructions:**

Four (4) copies of the proposal should be submitted in a **sealed envelope** marked **Audit Services RFP** to the Board of Sullivan County Commissioners, 14 Main St, Newport, NH, 03773. Proposals must be submitted in person or received by the above address **no later than 3:00 p.m. on Monday, April 4, 2011** to be eligible for consideration.

Other forms of submission (fax or email) or proposals received after the deadline will be rejected.

**Proposal Openings:**

Proposals will be opened publicly at a regular scheduled meeting of the Board of Sullivan County Commissioners in the Commissioners Conference at 14 Main Street, Newport, NH, 03773 on Tuesday, April 5, 2011 at 3:00 p.m. Proposals will be taken under advisement at that time and will be awarded as soon as a complete review and comparison of the proposals received has been made by the Board of Commissioners.

**Proposal Award:**

The proposal(s) will be formally awarded and announced publicly at a regularly scheduled meeting of the Board of Sullivan County Commissioners. Formal notification of proposal award to all proposers will occur immediately thereafter.

**RFP Prices:**

RFP prices are to remain in effect for a period of 45 days from opening date of the proposal and are to remain firm once proposal is awarded to the successful proposer(s).

**Contractual Obligations:**

In the event that contracts for the supply of materials, equipment, or services are required under the bid, the Board of Sullivan County Commissioners reserves the right to review said contracts and amend to comply with county legal requirements prior to signing by the appointed representative of the Board of Sullivan County Commissioners.

For insurance obligations please review Attachment II.

**NOTE:**

**The Board of Sullivan County Commissioners reserves the right to accept or reject any and all proposals or parts thereof, to accept the proposal which they deem to be in the best interest of Sullivan County and to waive any bid formality.**

Enclosed: Attachment I  
Attachment II

# ATTACHMENT I

The Sullivan County Commissioners are inviting qualified public accounting firms to submit proposals to complete the annual financial audit, a 'single financial audit' if required pursuant to OMB circular A-133, and prepare the Medicare and Medicaid annual cost reports for a skilled nursing facility for years ending 6/30/2011, 6/30/2012 and 6/30/2013 (three year contract).

## Annual Financial Audit

Required audit services consist of an audit of all County funds performed in accordance with GASB 34, AICPA's Generally Accepted Auditing Standards (GAAS), GAO's Government Auditing Standards and other relevant publications and legal requirements. Sullivan County reports major governmental funds, proprietary funds, and fiduciary funds. The most recent audit was performed by Melanson Heath and Company of Nashua, NH and can be viewed at the following link: [http://www.sullivancountynh.gov/media/pdfs/financials\\_stmt\\_audit\\_fy10.pdf](http://www.sullivancountynh.gov/media/pdfs/financials_stmt_audit_fy10.pdf)

- Preliminary work to include any internal control review and transaction testing shall be done throughout the contract period.
- Draft financial statements, reports and management letter shall be delivered to the County Administrator prior to those documents being finalized.
- The final audit product(s) must be presented to the County by September 15<sup>th</sup> following the end of the fiscal year audited.

## Single Audit

For fiscal year 2010, Sullivan County was subject to a single audit under OMB Circular A-133. The County expects that it may be subject to single audit between 2011 and 2013. Please include in proposals the proposed cost for completing a 'single audit' in the event one is required.

## Preparation of the Medicare Cost Report and Medicaid Annual Reports

The **Medicare Cost Report** must be completed within the guidelines established by the Centers for Medicare and Medicaid Services (CMS) for fiscal years ending June 30, 2011, June 30, 2012 and June 30, 2013. This cost report must be completed, reviewed by the Administrator of Sullivan County Health Care and filed no later than November 30 following the end of the fiscal reporting year.

The **Medicaid Annual Report for Nursing Facilities** must be completed within the guidelines established by the State of New Hampshire, Division of Human Services for fiscal years ending June 30, 2011, June 30, 2012 and June 30, 2013. This cost report must be completed, reviewed by the Administrator of Sullivan County Health Care and filed no later than September 30 following the end of the fiscal reporting year.

The most recent Medicaid/Medicare cost reports were completed by Melanson Heath and Company, Nashua, NH.

## Other

The County requires that all costs be proposed on a "not to exceed basis". Please provide a breakdown of your costs and separate the costs between the Annual financial audit, single audit, and Medicare/Medicaid cost reports. If any service or description of activities appears to be incomplete, inaccurate, or overlooked, please define and quote as part of your response to this request for proposal.

Please provide a current reference list of other audit and or cost report clients, preferably from the governmental sector. Also include a description of other services you may provide to the County.

**ATTACHMENT II**

The provider shall maintain at all times during the life of this contract the following insurance coverage. The provider must also require its subcontractors to maintain such coverage.

**Workers Compensation Insurance:** The provider shall carry workers compensation insurance as required by the State of New Hampshire.

**Comprehensive General Liability Insurance:** The provider shall maintain comprehensive general liability insurance policy, which includes coverage for contractual liability, in an amount of no less than \$1,000,000 per occurrence.

**Motor Vehicle Insurance:** The provider shall carry motor vehicle insurance to include bodily injury, property damage, and uninsured motorist, coverage in an amount of no less than \$1,000,000 combined single limit per accident.

Provider shall provide an insurance certificate confirming the above insurance coverage. The insurance certificate and the underlying insurance coverage shall be issued by a carrier authorized to do business in the State of New Hampshire and having A.M. Best Company rating of "A" or better.

The provider shall have professional insurance/errors and omissions insurance with limits of not less than \$1,000,000 each occurrence.

The provider shall file certificates with Sullivan County showing that the above insurance has been purchased.

A 30-day notice is required for cancellation and /or material change of coverage, sent directly to the Sullivan County Commissioners Office at 14 Main Street, Newport, NH, 03773