

County of Sullivan, NH
Board of Commissioners
Regular Business Meeting Minutes
Monday, September 22, 2014
Unity, NH County Complex
Sullivan County Health Care Building, Frank Smith Living Room

Attendees: Commissioners Jeffrey Barrette, Chair; Bennie Nelson, Vice Chair (arrived later in meeting); and Ethel Jarvis, Clerk; Jessie Levine, County Manager; Ted Purdy, Sullivan County Health Care Administrator; John Cressy, Facilities & Operations Director; Ross L. Cunningham, DOC Superintendent; Kirsten Skeie, Account Clerk II/Videographer; and Sharon Callum, Administrative Assistant/Minute Taker.

Public attendees: Steve Taylor and Carla Skinder; Representative John Cloutier, Delegation Chair; Archie Mountain, Eagle Times/Argus Champion; Susan Hastings and one unidentified female.

At 2:00 PM, Commissioners Jeff Barrette and Ethel Jarvis attended a tour of the Sullivan County House of Corrections pursuant to RSA 30-B:12, which requires the Commissioners to inspect the correctional facility every six months. Also in attendance for the tour were County Manager Jessie Levine, Superintendent Ross Cunningham, DOC Lt. Joe Brookens, and Susan Hastings. The Commissioners reviewed current conditions and sought closer look at the inmate medical and examination facilities, Unit 3, and the planned lighting replacement project. The tour ended at approximately 2:55 PM. There were no decisions made during the compliance tour.

At 3:03 PM, Chair Barrette brought the business meeting to order and led all in the Pledge of Allegiance. The Chair noted the Commissioners' Department of Corrections compliance tour that had taken place prior to the business meeting.

Agenda Item No. 1 Presentation on the Sullivan County Agriculture: Carla Skinder & Steve Taylor

The presenters circulated laminated posters, each of which summarized a different component of agriculture in Sullivan County. Mr. Taylor discussed the design and setup of the Agriculture Building at the Cornish Fair and how it was "running out of gas and needing to be perked up." From this, they developed one idea, attained pictures and pulled together a poster product that tells the story of agriculture in the region. He referred to the 2012 USDA Agriculture census data that reflected a \$22 million agricultural economy in the region, led by the commercial licensed dairy industry at \$12 million. Taylor noted agriculture is growing and changing, driven by modern science and technologies. He noted the most important component in the region is that we have a maple producer with 81,000 taps and others are expanding on other types products using maple. Sullivan County accounts for half of the maple production in NH. The census showed other aspects such as fruits, vegetables, horticulture, also driven by the modern methods and technology.

circulating them throughout the county libraries, and to use them for various events, such as the Sullivan County Conservation District annual meeting. The project was funded through a grant from the Tasker Fund and Doolittle PrintServe pulled the project together.

The Commission Chair commended the project and the presentation and requested a poster on forestry in any future poster reproductions.

Agenda Item No. 2. Sullivan County Health Care, Ted Purdy, Administrator

2.a. Census Update: Mr. Purdy distributed and discussed the following reports:

- August 2014 Medicare, Private, Medicaid, HCBC (Respite), Insurance/Mngd Care, Medicare B Revenue: average Medicare census is 10 vs. 8 budgeted. Private is 19 vs. 16 budgeted. Medicaid is at 115 vs. 112 budgeted. Overall, the total census variance is a positive \$92,510, although Medicare B is running shy. Total monthly revenue variance is a positive \$81,864.
- FY15 SCHC Revenue Review thru 08/01/2014: The Insurance Managed Care revenue is running at a negative \$58,000 due to an adjustment from Managed Care to Medicare, of \$47,843. Medicare Part B fell short, while Medicare Part A came in at a \$54,000 positive variance. Year to Date Variance came in at \$89,000.
- Medicare Length of Stay Analysis: The average rate per day is \$475; due to Non-Rehab RUGs, it came in at \$469. The average quarterly census is 141, which translates to 92%, a percentage not seen since 2013.
- Resident Census FY15: Average first quarter census is 141 vs. 143 budgeted. Purdy confirmed they adjusted the staffing on Stearns I to align with the census change.
- August Summary Admission/Discharge Report: 7 discharges and 11 admissions.
- 7/1- 8/31/2014 Summary Admission/Discharge Report: 20 admissions and 19 discharges.
- Month-end Aged Analysis: \$1.4 Million; \$52,000 less than previous month.

Rep. Cloutier asked why the Respite Care dollars appeared so much better. Purdy noted it is reflective of the season: more are admitted during the summer months.

2.b. Medicaid Cost Report Update: Mr. Purdy noted that this report, which is due September 30, 2014, is close to being completed by the auditors. Purdy noted, historically, the Commissioner Chair signs the form, but it only needs the nursing home administrator's signature. Chair Barrette said that he would like to continue to view the report and sign off on it. Purdy will e-mail the report when it arrives.

Agenda Item No. 3. Facilities & Operations, John Cressy, Facilities Director

3.a. Biomass Update: Mr. Cressy reported that all but \$15,000 in retainage has been paid. The remaining balance is obligated towards unfinished control work on the roof top units and Woodard & Curran still needs to supply corrected site plans. The belt filter is not done. The emissions test is scheduled for October 9, 2014 to certify for thermal REC's. Cressy noted, the running of the plant during the summer season has been interesting and they anticipate Hurst performing a fine tuning of the system. They are running on a temporary emissions permit. A draft of the final permit arrived recently and Wilson Engineering Services and Cressy have offered suggested changes. They are in the final 30 days stage of the permitting process, with the

deadline for public notice feedback October 15, 2014. They are compiling numbers on the fuel and should have a better plan for next year.

3.b. Capital Projects Update: Water Well #7 is complete, on line, permitted, and the State is happy. Well #7 is handling 75% of water needs for the facility, while Well #6 is handling 25% and Well #5 has been shut down. The Sanders roof work will be done by the end of October. Cressy has scheduled time to meet with the SCHC Resident Council next week to talk about the roof work and summary paving project. Cressy attends the Resident Council meetings when they have questions or if he would like to share upcoming work information. Plus, he keeps the Activities Director updated. He will be meeting with the engineers about the RFP for the paving project, soon.

Agenda Item No. 4. Department of Corrections, Ross L. Cunningham, Superintendent

4.a. Population Census Review & Staffing Update: The Population Data and monthly reports were reviewed [Appendix 4.a]. Gillian Rapp began today as the part time DOC Secretary II and they are filling two Correctional Officer (CO) positions by next Monday. They have two CO and two Per Diem positions to fill.

4.b. Approval of Contract with US Probation Office: Ms. Levine referred the Commissioners to a draft contract from the United States Probation & Pretrial Services District of New Hampshire related to Urine Specimen Collection and Solicitation/Offer/Acceptance documents [Appendix 4.b.]. She explained that this relates to Sullivan County DOC performing urine tests for federal parolees in the area, for a small fee paid to the County. The work would involve collecting the sample, having the analysis done, and maintaining the records to provide proof the test was done. Cunningham anticipates the test performed on four to nine parolees per month. The federal government would provide the supplies and paperwork, as well as a small training component, and are very happy and impressed with the DOC's current testing process.

Motion: I move to approve the contract with the US Probation Office for urine testing services at the Department Of Corrections and to authorize the County Manager to finalize and execute any required documentation on behalf of Sullivan County. Motion made by: Barrette. Seconded by: Jarvis. A voice vote was taken, with all in favor.

4.c. Approval of Contract with West Central Behavioral Health: Ms. Levine referred to the draft contract with West Central Behavioral Health (WCBH) Professional Services [Appendix 4.c.]. This contract relates to continuing the relationship with WCBH for psychiatric services and in-service training. Levine pointed out Supt. Cunningham invested a lot of time negotiating the price of the contract, since fees changed after the County budget had been finalized. Cunningham noted WCBH advised of an increase in costs and that their rate with the new contract would change, however, he asked them to provide rate changes at least six months in advance.

Motion: I move to approve the contract with West Central Behavioral Health for psychiatric and related services at the Department of Corrections and to authorize the County Manager to finalize and execute any required documentation on behalf of Sullivan County. Made by: Jarvis. Seconded by: Barrette. A voice vote was taken, with all in favor.

The Chair added that WCBH has done a good job and he's happy to have them on board.

4.d. Acceptance of Federal PREA Award 2014-RP-BX-0019 \$143,803: Supt. Cunningham noted this PREA award funding would support: a two year salary for a Sheriff's Office Investigator – Lt. Denis O'Sullivan, at the DOC, PREA training, supplies and a follow up trip to Washington DC. The investigator position and training will prepare the DOC for a pre-audit, which the Superintendent indicated is eminent; in particular, it helps with the seventeen year-old inmate issue that was debated at the PREA conference and is an issue in all ten county jails in NH.

3:50 Motion: I move to accept the Office of Justice Programs FY14 PREA Grant for Demonstration Projects to Establish "Zero Tolerance" Cultures for Sexual Assault in Correction Facilities funds in amount of \$143,803, with no match required, and to authorize the County Manger to finalize and execute any required documentation on behalf of Sullivan County. Made by: Jarvis. Seconded by: Barrette. A voice vote was taken, with all in favor.

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

Agenda Item No. 5.a. County Tax Apportionment: A one page apportionment document from NH State Department of Revenue and a document spreadsheet comparison were viewed [Appendix 5.a.]. Levine would like to perform a projection of the tax rates for each in the community. She pointed out, there were differences to what the Delegation estimated for the apportionment in the budget, so some towns will see an increase: Sunapee's by \$113,554, Washington by \$60,000 – a 9% increase, and Grantham by \$22,000; while other towns will see a significant decrease: Claremont by \$125,683 and Charlestown by \$48,031. She's hoping the impact on the tax rate will be more in alignment with what they budgeted. Rep. Cloutier confirmed he reviewed the apportionment document and concurred this will be good news for Claremont. He noted, people are concerned with the assessment dropping and thanked Levine for her preview. Levine noted, in light of the new apportionment document, the County's conversations with the municipal Select Boards and Council will change for the remaining they visit. She reminded all the apportionment formula is based on 2014 values, while tax rates are based on 2015 values.

Agenda Item No. 5.b. NHRS Rates July 1, 2015 – June 30, 2017: A September 9, 2014 memo from New Hampshire Retirement System Board of Trustees, related to Employer Normal Contributions Rates Effective July 1, 2015 – June 30, 2017; a copy of the Sept. 11, 2012 memo related to the July 1, 2013 – June 30, 2015 rates; and, a three page County report showing budgeted for Group I & II by department, was reviewed [Appendix 5.b.]. Levine noted this translates to a 4% increase. She noted, County department heads have been advised to include the new rates in their budget preparations.

Agenda Item No. 5.c. Conservation Director's Report: The Natural Resources Intern is working well. The Intern is taking field and soil samples, has sampled the DOC Inmate Vegetable garden and corn fields and is helping with the GPS boundary project and maintenance on the apple orchard. They are doing improvements on the composting materials. The Firewood Permit Press

Release was circulated, it's up on the County website, and they've received some interest, including negative commentary heard on the local radio station. A local cider mill has agreed to trade the County's low quality apples for good cider apples. Skinder and Taylor will present at the upcoming Conservation District annual meeting scheduled for Thursday, November 6 at the Ahern Building. There will be no key note speaker at the meeting, just the annual meeting and dinner.

Commissioner Jarvis would like Archie Mountain to print the County Apportionment in the Eagle Times newspaper. Levine confirmed all communities received the report and she'll share the document with Mr. Mountain.

Agenda Item No. 6 CURN, Liz Hennig: Levine noted they have pushed this to the October meeting in Newport.

Agenda Item No. 7. Board of Commissioners

Agenda Item No. 7a.i. Select Board Meeting Schedule: The schedule was reviewed [Appendix 7.a.i]. The Commission has attended two-thirds of the town meetings and will attend Lempster Select Board meeting tomorrow. A copy of the Lempster agenda was shared. The Commission will attend Cornish and Plainfield's Select Board meetings next week. Levine has received a noted from Charlestown Administrator to talk about health care.

Agenda Item No. 7.b.i. Any New Business: The Chair attended the NHAC 2014 County Awards Nomination Committee meeting this morning and Sullivan County will see award recipients at the conference this year.

Ms. Callum noted CURN is holding their Prescription Take Back Day, in alignment with the National Prescription Take Back Day, this Saturday. The following towns will be participating: Sheriff's Office in Newport, as well as the Police Departments in Claremont, Grantham, Sunapee and Washington. Public can access location drop offs and hours of operation at the www.preventionworksnh.org or Drug Enforcement Agency site (https://www.deadiversion.usdoj.gov/NTBI/NTBI-PUB.pub;jsessionid=27BC9A34C9CD46470CADE77CD0911E76?_flowExecutionKey=c582BF506-F52C-79C1-65F7-EFDF0F7D71BC_kC4C9A77A-22B3-EC92-CE13-91C0294E3A4B).

Agenda Item No. 8. Public Participation: there was no participation.

4:00 Commissioner Nelson joined the meeting.

The Chair noted they had an issue come up and needed to go in to a Non Public meeting, per RSA 91-A:3.II.a. dismissal, promotion, or compensation of any public employee.

4:01 Motion: I move to go into a non-public meeting per RSA 91-A:3.II.a. for a personnel matter. Made by: Barrette. Seconded by: Jarvis. Discussion: the Chair noted, those in Executive Session would include the Commissioners, County Manager and DOC

Superintendent, only. A roll call vote was taken with all commissioners voting in favor.

All left the room except those invited into Executive Session.

Motion: to come out of Executive Session. Made by: Seconded by: A voice vote was taken, with all voting in favor.

Motion: to approve the September 8, 2014 public meeting minutes as presented. Made by: Seconded by: A voice voted was taken, with all voting in favor.

A motion was made to adjourn the meeting.

Respectfully submitted,


Ethel Jarvis, Clerk
Board of Commissioners

EJ/sjc/jwl

Date minutes approved:



Sullivan County, NH
Board of Commissioners
Monday, September 22, 2014
Sullivan County Complex
5 Nursing Home Drive, Unity, NH

Meeting Agenda

2:00 PM Department of Corrections Jail & CCC Compliance Tour

3:00 PM Regular Business Meeting, Sullivan County Health Care, Frank Smith Living Room

1. Presentation on Sullivan County Agriculture: Carla Skinder & Steve Taylor
2. Sullivan County Health Care, *Ted Purdy, Administrator*
 - a. Census Update
 - b. Medicaid Cost Report Update
3. Facilities & Operations, John Cressy, Facilities Director
 - a. Biomass Update
 - b. Capital Projects Updates
4. Department of Corrections, *Ross L. Cunningham, Superintendent*
 - a. Population Census Review & Staffing Update
 - b. Approval of Contract with US Probation Office
 - c. Approval of Contract with West Central Behavioral Health
 - d. Acceptance of Federal PREA Award 2014-RP-BX-0019 \$143,803
5. County Manager's Report, *Jessie W. Levine*
 - a. County Tax Apportionment
 - b. NHRS Rates July 1, 2015-June 30, 2017
 - c. Conservation Director's Report
6. CURN, Liz Hennig
 - a. Request to renew Drug Free Coalition 5-year grant
7. Board of Commissioner Business
 - a. Old Business
 - i. Selectboard Meeting Schedule
 - ii. Other Old Business
 - b. New Business
 - i. Any New Business
8. Public Participation
9. Meeting Minutes: September 8, 2014
10. Adjourn

Upcoming Events / Meetings

- Sep. 23rd Tue.** **Commissioners & County Manager attend Lempster Town
Select Board Meeting**
Time: 7:00 PM
Place: Lempster, NH – Town Offices, Route 10
- Sep. 29th Mon.** **Commissioners & County Manager attend Cornish Town
Select Board Meeting**
Time: 6:30 PM
Place: Cornish, NH – Town Office, 488 Town House Road
- Oct. 1st Wed.** **Conservation District Meeting**
Time: 7:00 PM
Place: Unity, NH – Ahern Building
- Oct. 1st Wed.** **Commissioners & County Manager attend Plainfield Town
Select Board Meeting**
Time: 6:00 PM
Place: Meriden, NH – Meriden Town Hall
- Oct. 3rd Fri.** **NHAC Executive Council Meeting**
Time: 10:00 AM
Place: Concord, NH – Primex Building
- Oct. 6th Mon.** **County Commissioners Regular Business Meeting**
Time: 3:00 PM
Place: Newport, NH – 14 Main Street, Commissioners Conf. Rm.
- Oct. 8th Wed.** **Commissioners & County Manager attend Claremont City
Council Meeting**
Time: 6:30 PM
Place: Claremont, NH – City Hall Chambers

Sullivan County Board of Commissioners
September 22, 2014
Possible Motions on Agenda Items

4.a Approval of Contract with US Probation Office

I move to approve the contract with the US Probation Office for urine testing services at the Department of Corrections and to authorize the County Manager to finalize and execute any required documentation on behalf of Sullivan County.

4.b Approval of Contract with West Central Behavioral Health

I move to approve the contract with West Central Behavior Health for psychiatric and related services at the Department of Corrections and to authorize the County Manager to finalize and execute any required documentation on behalf of Sullivan County.

4.d OJP PREA Award for Sullivan County DOC

I move to accept the Office of Justice Programs FY14 PREA Grant for Demonstration Projects to Establish “Zero Tolerance” Cultures for Sexual Assault in Correction Facilities funds in the amount of \$143,803, with no match required, and to authorize the County Manager to finalize and execute any required documentation on behalf of Sullivan County.

6.a US DHHS SAMHSA Drug Free Community 5 Year Renewal

I move to authorize staff to apply for another five-year grant from the United States Center for Substance Abuse Prevention, Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Drug Free Communities Support Program and to authorize the County Manager to finalize and execute all required documentation on behalf of Sullivan County.

Agenda 2.a

Aug 2014

Sullivan County Health Care

MEDICARE							
	Aug 2013 Actual	Aug 2013 AVG DAILY CENSUS	Aug 2014 Actual	Aug 2014 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	152	5	304	10	248	8	56
REVENUE	\$69,059.54		\$142,795.90		\$117,800.00		\$24,995.90
AVERAGE RATE PER DAY	\$454.34		\$469.72		\$475.00		-\$5.28

PRIVATE							
	Aug 2013 Actual	Aug 2013 AVG DAILY CENSUS	Aug 2014 Actual	Aug 2014 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	478	15	578	19	496	16	82
REVENUE	\$129,460.00		\$162,310.00		\$136,400.00		\$25,910.00
AVERAGE RATE PER DAY	\$270.84		\$280.81		\$275.00		\$5.81

MEDICAID							
	Aug 2013 Actual	Aug 2013 AVG DAILY CENSUS	Aug 2014 Actual	Aug 2014 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	3,443	111	3,555	115	3,472	112	83
REVENUE	\$521,637.19		\$565,672.48		\$520,800.00		\$44,872.48
AVERAGE RATE PER DAY	\$151.51		\$159.12		\$150.00		\$9.12

HCBC (RESPITE)							
	Aug 2013 Actual	Aug 2013 AVG DAILY CENSUS	Aug 2014 Actual	Aug 2014 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	6	0	14	0	0	0	14
REVENUE	961.92		\$2,244.48		\$416.67		\$1,827.81
AVERAGE RATE PER DAY	\$160.32		\$160.32				\$0.00

INSURANCE/MNGD CARE							
	Aug 2013 Actual	Aug 2013 AVG DAILY CENSUS	Aug 2014 Actual	Aug 2014 AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	0	0	0	0	0	0	0
REVENUE	\$0.00		\$0.00		\$5,095.89		-\$5,095.89
AVERAGE RATE PER DAY	#DIV/0!		#DIV/0!				#DIV/0!

	Aug 2013 Actual	Aug 2013 AVG DAILY CENSUS	Aug 2014 Actual	Aug 2014 AVG DAILY CENSUS	BUDGETED		
TOTAL CENSUS	4,079		4,451		4,216		
AVERAGE CENSUS		131.4		144	0	136.0	
	\$721,118.65		\$873,022.86		\$780,512.56		\$92,510.30

MEDICARE B REVENUE							
	Aug 2013 Actual		Aug 2014 Actual		BUDGETED		VARIANCE
	\$47,461.97		\$25,127.24		\$35,773.15		-\$10,645.91
	\$768,580.62		\$898,150.10		\$816,285.71		\$81,864.39
TOTAL MONTHLY REVENUE VARIANCE							\$81,864.39

FY15 SCHC Revenue Review thru 08/01/2014

	Annual Budget	62 Days YTD Budget	YTD	Variance
Medicaid	6,132,000	1,041,600	1,148,686	107,086
Private	1,606,000	272,800	280,248	7,448
Insurance/Managed Care	60,000	10,192	(47,843)	(58,034)
Respite (HCBC)	5,000	849	4,810	3,960
Medicaid Assessment	1,921,360	-	-	-
Medicare Part B (Total)	421,200	71,546	45,753	(25,793)
Medicare Part A	1,387,000	235,600	290,455	54,855
Proshare	1,798,720			-
Net Variance from Operations		1,632,587	1,722,110	89,522
Misc Income	20,000	3,397	6,873	3,475
Cafeteria	32,850	5,580	3,685	(1,895)
Meals	537,778	91,349	89,630	(1,719)
Contra Revenue (write offs)	(200,000)			-
YTD Variance	13,721,908	1,732,913	1,822,297	89,384

Medicare Length of Stay Analysis

Sullivan County Health Care (SC)

	Aug 2014	Jul 2014	Jun 2014	May 2014	Apr 2014	Mar 2014	Feb 2014	Jan 2014	Dec 2013	Nov 2013	Oct 2013	Sep 2013	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	12	8	11	10	5	7	4	9	5	1	9	4	85	66
MCR # Admits & Readmits	8	6	7	7	3	5	1	8	3	1	5	3	57	45
MCR # Discharges from facility	1	3	2	2	3	2	2	2	2	1			20	17
MCR Discharged LOS	24.0	17.3	11.5	17.0	49.3	20.0	45.0	45.5	42.0	46.0			31.6	29.5
MCR # End or A/R Change	6	4	3	6	1	3	3	2	1	2	1	2	34	28
MCR End or A/R Change LOS	41.0	44.3	18.3	43.2	100.0	53.7	82.0	61.0	92.0	72.0	9.0	60.0	50.9	48.8
Total Average MCR LOS	38.6	32.7	15.6	36.6	62.0	40.2	67.2	53.3	58.7	63.3	9.0	60.0	43.8	41.5
Total MCR Days	304	235	210	211	245	216	214	254	204	171	181	108	2553	1889
Rehab RUGs	270	213	208	211	245	206	214	254	204	171	181	108	2485	1821
% of Total MCR Days	89%	91%	99%	100%	100%	95%	100%	100%	100%	100%	100%	100%	97%	97%
Non-Rehab RUGs	33	21				10							64	64
% of Total MCR Days	11%	9%				5%							3%	3%
Default Days			2										2	2
% of Total MCR Days			1%											
A ADL (low dependency)	72	76	132	87	81	106	77	123	82	49	47	23	955	754
% of Total MCR Days	24%	32%	63%	41%	33%	49%	36%	48%	40%	29%	26%	21%	37%	40%
B ADL (medium dependency)	58	22	44	51	100	44	76	46		16	26	31	514	441
% of Total MCR Days	19%	9%	21%	24%	41%	20%	36%	18%		9%	14%	29%	20%	23%
C ADL (high dependency)	173	136	32	73	64	66	61	85	122	106	108	54	1080	690
% of Total MCR Days	57%	58%	15%	35%	26%	31%	29%	33%	60%	62%	60%	50%	42%	37%
Medicare Net Revenue	\$142,796	\$108,400	\$104,683	\$103,292	\$116,378	\$100,269	\$100,126	\$123,022	\$99,670	\$87,624	\$98,528	\$55,801	\$1,240,587	\$898,965

Sullivan County Nursing Home
Quarterly Resident Census

Resident Census - FY 15

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE	CARE		DAYS		FILLED		
Jul-14	4836	3562	81.94%	533	12.26%	232	5.34%	16	0.37%	2	0.05%	2	0.05%	4347	89.89%
Aug-14	4836	3553	79.82%	578	12.99%	303	6.81%	14	0.31%	0	0.00%	3	0.07%	4451	92.04%
Sep-14	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
1ST QUARTER	14,352	7,115	80.87%	1,111	12.63%	535	6.08%	30	0.34%	2	0.02%	5	0.06%	8,798	61.30%
Oct-14	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Nov-14	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Dec-14	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
2ND QUARTER	14,352	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Jan-15	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Feb-15	4368	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Mar-15	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	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Apr-15	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
May-15	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Jun-15	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 '13 TOTAL	56,940	7,115	80.87%	1,111	12.63%	535	6.08%	30	0.34%	2	0.02%	5	0.06%	8,798	15.45%
YTD AVG.		114.8		17.9		8.6		0.5		0.0		0.1		141.9	

Avg
Census

July

Leave MRA SD-1 @ \$0.00
Leave PVT Hospital LOA-1 @ \$305.00

Aug

Leave MCD 2 @ Hospital
Medicare Skip Day 1 @ Hospital

141.9

0.0

0.0

0.0

Resident Census - FY 14

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE	CARE		DAYS		FILLED		
Jul-13	4836	3481	85.42%	476	11.68%	118	2.90%	0	0.00%	0	0.00%	0	0.00%	4075	84.26%
Aug-13	4836	3548	86.98%	371	9.10%	152	3.73%	6	0.15%	0	0.00%	2	0.05%	4079	84.35%
Sep-13	4680	3478	88.50%	342	8.70%	108	2.75%	1	0.03%	0	0.00%	1	0.03%	3930	83.97%
1ST QUARTER	14,352	10,507	86.95%	1,189	9.84%	378	3.13%	7	0.06%	0	0.00%	3	0.02%	12,084	84.20%
Oct-13	4836	3487	84.62%	417	10.12%	181	4.39%	7	0.17%	28	0.68%	1	0.02%	4121	85.22%
Nov-13	4680	3427	85.63%	391	9.77%	171	4.27%	0	0.00%	13	0.32%	0	0.00%	4002	85.51%
Dec-13	4836	3484	83.99%	441	10.63%	204	4.92%	0	0.00%	19	0.46%	0	0.00%	4148	85.77%
2ND QUARTER	14,352	10,398	84.74%	1,249	10.18%	556	4.53%	7	0.06%	60	0.49%	1	0.01%	12,271	85.50%
Jan-14	4836	3511	83.81%	402	9.60%	254	6.06%	20	0.48%	0	0.00%	2	0.05%	4189	86.62%
Feb-14	4368	3256	85.44%	340	8.92%	214	5.62%	0	0.00%	0	0.00%	1	0.03%	3811	87.25%
Mar-14	4836	3548	85.35%	393	9.45%	209	5.03%	0	0.00%	7	0.17%	0	0.00%	4157	85.96%
3RD QUARTER	14,040	10,315	84.85%	1,135	9.34%	677	5.57%	20	0.16%	7	0.06%	3	0.02%	12,157	86.59%
Apr-14	4680	3447	84.71%	369	9.07%	215	5.28%	8	0.20%	30	0.74%	0	0.00%	4069	86.94%
May-14	4836	3617	85.59%	389	9.20%	180	4.26%	8	0.19%	31	0.73%	1	0.02%	4226	87.39%
Jun-14	4680	3519	83.53%	483	11.46%	180	4.27%	0	0.00%	30	0.71%	1	0.02%	4213	90.02%
4TH QUARTER	14,196	10,583	84.61%	1,241	9.91%	575	4.61%	16	0.13%	91	0.73%	2	0.02%	12,508	88.11%
FY '13 TOTAL	56,940	41,803	85.28%	4,814	9.82%	2,186	4.46%	50	0.10%	158	0.32%	9	0.02%	49,020	86.09%
YTD AVG.		674.2		77.6		35.3		0.8		2.5		0.1		790.6	

Avg
Census

131.3

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

Leave Private -1

133.4

Leave Private - 1; MCD - 1
Leave MCD - 1

135.1

Leave MCD Hosp BH 104- 1
Leave MCD Hosp BH 104- 1

137.5

Note: This report includes only the selection criteria listed below.
 Effective Date From 8/1/2014 Thru 8/31/2014
 Status: All
 Sort: AR Type

Summary Admission / Discharge Report

Sullivan County Health Care (SC)

Admissions (Includes Readmits)

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 R16300B

<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Readmits</i>	<i>Discharges</i>
HCB	HM Home	0	1	1
	<i>HCB Subtotal</i>	0	1	1
MCD	20 Expired in Facility	0	0	1
	HP Hospital	0	0	1
	<i>MCD Subtotal</i>	0	0	2
MRA	HM Home	1	0	1
	HP Hospital	5	2	0
	<i>MRA Subtotal</i>	6	2	1
PVT	20 Expired in Facility	0	0	1
	HM Home	1	0	2
	HP Hospital	1	0	0
	NH Nursing Home	1	0	0
	<i>PVT Subtotal</i>	3	0	3
MRP	HP Hospital	0	0	0
	<i>MRP Subtotal</i>	0	0	0
<i>Total</i>		9	3	7

Note: This report includes only the selection criteria listed below.
 Effective Date From 7/1/2014 Thru 8/31/2014
 Status: All
 Sort: AR Type

Summary Admission / Discharge Report

Sullivan County Health Care (SC)

Admissions (Includes Readmits)

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 RI6300B

<i>AR Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Readmits</i>	<i>Discharges</i>
HCB	HM Home	1	1	1
	<i>HCB Subtotal</i>	1	1	1
MCD	20 Expired in Facility	0	0	3
	HP Hospital	0	0	4
	<i>MCD Subtotal</i>	0	0	7
MRA	HM Home	1	0	2
	HP Hospital	8	5	2
	<i>MRA Subtotal</i>	9	5	4
PVT	1 Private home/apartme	0	0	0
	20 Expired in Facility	0	0	3
	AL Assisted Living	0	0	0
	HM Home	1	0	2
	HP Hospital	1	1	2
	NH Nursing Home	1	0	0
	<i>PVT Subtotal</i>	3	1	7
MRP	HP Hospital	0	0	0
	<i>MRP Subtotal</i>	0	0	0
<i>Total</i>		13	7	19

Month-end Aged Analysis
 Sullivan County Health Care (SC)
 For the Month of Aug, 2014

Type Balance	Aug/	Jul/	Jun/	May/	Apr/	Mar/	Feb/	Jan/	Dec/	Nov/	Oct/	Sep/	Aug/	Balance
Aged Analysis Summary														
HCB	2,244.48	2,565.12		1,282.56	1,282.56			3,206.40			1,122.24	160.32	78.92	11,942.60
INS	21,441.72	17,973.74	3,515.92	1,195.71	2,056.14	857.60	480.11	205.12		126.94	5,504.08	147.03-	7,556.24-	45,653.81
MCD	453,634.43	10,292.36	11,163.92	4,418.50	8,689.78	1,609.43	6,992.50	1,119.03		3,030.20			29,429.47	530,379.62
MCP														
MRA	114,067.90	2,405.30	14,056.13	21,833.23	15,635.52	8,687.63	595.97						5,500.59-	171,781.09
MRB	20,019.40	18,613.14	3,982.35	3,738.72	1,986.27	4,612.98	7,729.83	6,554.75	364.46	1,264.25	1,647.63		5,891.40-	64,622.38
MXA	5,374.00	2,888.00		7,296.00	10,336.00	11,096.00	4,975.00	4,297.00	7,273.00	3,869.00	2,812.00		61,451.17	121,667.17
MXB	2,210.12	3,191.10	1,742.18	1,126.22	1,030.33	2,365.02	2,732.43	2,250.10	749.87	1,386.97	1,550.53	2,590.12	3,240.81	26,165.80
PVT	35,462.30	58,584.29	36,064.53	24,957.53	10,384.74	11,706.34	11,203.30	7,897.80	8,098.60	6,797.60	8,028.27	9,732.90	199,319.11	428,237.31
RES	9,005.24	1,578.34	334.80	261.83	1,713.29-	1,127.00	300.00	2,032.60	1,407.00	969.57	1,024.20	1,245.82	34,113.05	51,686.16
PHC														
HST														
PIN														
HSR														
MRP			9.11	16,569.69-	15,954.60-	4,317.74-								
AIN									158.04				862.60	35,812.28-
Totals:	663,459.59	118,091.39	70,868.94	49,540.61	33,733.45	37,744.26	35,009.14	27,562.80	18,050.97	17,444.53	21,688.95	13,582.13	309,546.90	1,416,323.66
	46.84%	8.34%	5.00%	3.50%	2.38%	2.66%	2.47%	1.95%	1.27%	1.23%	1.53%	0.96%	21.86%	100.00%

Sullivan County Department of Corrections
Population Data

2014	January	February	March	April	May	JUN	JUL	August		
Home Confinement	10	14	14	16	8	11	6	9		
Male	7	10	10	8	6	8	3	5		
Female	3	4	4	8	2	3	3	4		
House of Corrections										
Male	40	29	31	33	36	30	35	34		
Female	13	15	13	12	12	13	16	14		
Pre-Trial Inmates										
Male	19	23	19	22	9	12	16	15		
Female	7	4	4	3	1	2	3	3		
Protective Custody										
Male	0	0	0	0	0	1	0	0		
Female	0	0	0	1	0	0	0	0		
Total In-House Population	79	71	67	71	58	58	70	66		
In-House Breakdown by Unit										
Unit 1	16	22	18	25	19	14	14	17		
Unit 2	8	8	6	6	5	3	9	6		
Unit 3	15	13	13	14	8	11	13	12		
OBS	2	1	1	3	1	2	1	3		
Jail Total	41	44	38	48	33	30	37	37		
Male Flex	12	7	9	9	9	8	14	10		
Male Treatment	7	3	2	2	5	6	6	6		
Male Work Release	8	6	7	4	3	1	3	4		
Female Flex	4	7	4	4	3	4	5	6		
Female Treatment	2	1	1	4	5	5	3	2		
Female Work Release	5	3	1	0	0	2	2	3		
CCC Total	38	27	24	23	25	26	33	29		
Pre-Trial Services	16	21	26	25	24	24	18	17		
Male	6	10	12	15	14	14	11	15		
Female	9	11	14	10	10	10	7	3		
Inmates from Other Facilities										
NHSP (Males)	3	3	2	1	2	1	1	1		
Rockingham County	2	4	3	3	1	4	3	3		
Cheshire County	1		1	1	1	1	1	1		
Coos County								1		
Other Census Data										
CIP										
Male	3	3	1	0	0	1	2	2		
Female	1	1	1	1	2	2	1	2		
Cheshire County										
Male	4	4	4	4	3	3	3	4		
Female	1	1	2	2	2	1	0	1		
Grafton County										
Male	1	1	1	1	1	2	2	1		
Female	1	1	1	1	1	1	1	1		
Hillsborough County										
Male	1	1	1	1	1	0	1	0		
Female	0	0	0	0	0	0	0	0		
Merrimack County										
Male	2	2	2	0	0	0	0	0		
Female	0	0	0	0	0	0	0	0		
Rockingham County										
Male	1	2	1	1	1	1	0	0		
Female	0	0	0	0	0	0	0	0		
Strafford County										
Male	1	2	0	0	0	0	0	0		
Female	0	0	0	0	0	0	0	0		
NHSP/SPU/VTSP										
Male	5	7	8	10	9	10	11	9		
Female	1	1	1	1	1	0	0	0		
Phoenix House										
Male	0	0	0	0	0	0	0	0		
Female	0	0	0	0	0	0	0	0		
Weekender										
Male	1	1	1	0	0	0	0	0		
Female	0	0	0	0	0	0	0	0		
Total Other	23	27	24	22	21	21	21	21		
TOTAL CENSUS POPULATION	112	112	105	109	87	90	97	96		
Pretrial Services is a separate total from Total Census Population.										
2013 Census	88	83	87	105	97	97	103	109		



UNITED STATES PROBATION & PRETRIAL SERVICES
DISTRICT OF NEW HAMPSHIRE
55 Pleasant Street - Room 211
Concord, NH 03301

Jonathan E. Hurtig
Chief U. S. Probation Officer
Kevin L. Lavigne
Deputy Chief U. S. Probation Officer

TEL 603 225-1515
FAX 603 225-1482

August 22, 2014

Superintendent Ross Cunningham
Sullivan County Department of Corrections
103 County Farm Road
Claremont, NH 03743

RE: Noncompetitive Purchase Agreement
Urine Specimen Collection

Dear Superintendent Cunningham,

Enclosed please find a copy of the Noncompetitive Purchase Order Agreement outlining all applicable Government regulations and provisions that Sullivan County Department of Corrections would be subject to in providing urine collection services for our District. The term of the Noncompetitive Purchase Order Agreement would be twelve months.

At our meeting with Captain Roberts, Lieutenant Brookens, and Jane Copeland, we discussed that, regarding the random urine specimen collection procedure, this office would establish the frequency of and test dates for random urinalysis for each offender/defendant in your catchment area. The list of offenders/defendants and their test dates would be provided in advance to your facility and it would be asked that our office be notified when individuals showed up and/or failed to show for testing as required. In addition, from time-to-time, an individual may be called by their supervising officer to report to your facility for a test based on information developed that the subject may be ingesting illicit substances. In those instances, your facility would not be given advance notice that the individual has been instructed to report for drug testing at your facility. Specific time frames for drug testing on a daily basis would be established by the facility.

This office would provide testcups, chain of custody forms, and mailing bags for the collection of urine specimens and delivery to our contracted lab. In addition, we would train someone at your facility the urine collection procedure approved by the Administrative Office of the Courts. That individual could in turn train additional staff identified by the facility who would be involved in the collection procedure. We

"...striving to exemplify the highest ideals and standards in community corrections."

would also provide instruction on how to submit invoices to our office for payment for services rendered.

If you are in agreement with the terms of the Noncompetitive Purchase Order, could you please kindly complete sections 11, 12, 13, and 14 of the face sheet and section E.6 regarding taxpayer identification and other offeror information and send an original signed copy to this office by September 19, 2014. Likewise, the additional taxpayer identification and information form enclosed needs to be completed and forwarded to this office along with the Agreement. A copy of the Agreement should be retained by your facility for your file.

Once the agreement is in place, we can arrange for training of staff and the shipment of supplies. U.S. Probation Officer Matthew DiCarlo and myself are looking forward to working with you in the future. Please let us know if you have any questions about the foregoing or if we can be of any assistance.

Sincerely,



Karin T. Kinnan

U.S. Probation Officer

Drug and Alcohol Treatment Specialist

KTK/ktk

"...striving to exemplify the highest ideals and standards in community corrections."

SECTION A SOLICITATION / OFFER / ACCEPTANCE

1. Solicitation No. 0102-15-45	2. Date Issued 08/22/2014	3. Award No.
4. Issued By: Karin T. Kinnan U.S. Probation Office 55 Pleasant Street, Room 211 Concord, NH 03301	5. Address Offer To (if other than Item 4):	

SOLICITATION

6. Offers in original and 1 copies for furnishing the required services listed in Section B will be received at the place specified in Item 5, or if handcarried, in the depository located:

U.S. Probation Office
55 Pleasant Street, Room 211
Concord, NH 03301

until 04:00 PM local time 09/19/2014
(hour) (date)

7. For Information call: a. Name Karin T. Kinnan	b. Telephone (603) 225-1598
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – THE SCHEDULE				PART II – AGREEMENT CLAUSES			
X	A	SOLICITATION/OFFER/ACCEPTANCE	1		I	REQUIRED CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	21		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	1	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OR OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1				
	G	AGREEMENT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL AGREEMENT REQUIREMENTS			M	EVALUATION CRITERIA	

OFFER

8. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (365 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

9. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52-232-8)</small>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
10. ACKNOWLEDGEMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

11. NAME AND ADDRESS OF OFFEROR 12. Telephone No. (Include area code)	16. <input type="checkbox"/> AWARD Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets.
13. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	17A. NAME OF CONTRACTING OFFICER
14. Signature	17B. UNITED STATES OF AMERICA 17C. DATE SIGNED
15. Offer Date	BY _____ <small>(Signature Of Contracting Officer)</small>

SECTION B - SUPPLIES OR SERVICES AND OFFEROR'S PRICES

The United States District Court for the District of New Hampshire is soliciting a vendor to provide substance abuse, mental health, and/or sex offender treatment services. A Vendor must be capable of providing services within a geographic area encompassing Claremont.

Section B is generic and used nationwide to procure the particular needs of each U. S. Probation/Pretrial Services Office. For this solicitation, only those services marked by an "X" under the Required Services column are being solicited. Only submit prices on the services marked by an "X."

An asterisk * indicates a requirement line item which has been modified under "Local Services."

URINE COLLECTION:

	PROJECT CODE	REQUIRED SERVICES		ESTIMATED MONTHLY QUANTITY	UNIT PRICE
X	1010	Urine Collection/Testing & Reporting	2015	4	\$15.00

Unit: Price: per specimen

SECTION C. DESCRIPTION/STATEMENT OF WORK**PROVISION OF SERVICES**

The United States Probation and Pretrial Services Office (hereafter USPO/USPSO) or Federal Bureau of Prisons shall provide a Program Plan (Probation Form 45 or Transitional Services Program Plan BP-S530.074) for each defendant/offender that authorizes the provision of services. The vendor shall provide services strictly in accordance with the Program Plan for each defendant/offender. The Judiciary shall not be liable for any services provided by the vendor that have not been authorized for that defendant/offender in the Program Plan. The United States Probation Officer, United States Pretrial Services Officer, and the Bureau of Prisons staff may provide amended Treatment Program Plans during the course of treatment. The United States Probation/Pretrial Services Office, and/or the Bureau of Prisons will notify the vendor verbally and in writing via Probation 45 when services are to be terminated and shall not be liable for any services provided by the vendor subsequent to the verbal or written notification.

INTRODUCTION

- A. Pursuant to the authority contained in 18 U.S.C. § 3154, and 3672, contracts or Blanket Purchase Agreements may be awarded to provide services for defendants/offenders who are drug-dependant, alcohol-dependant, and/or suffering from a psychiatric disorder. Such services may be provided to federal defendants/offenders supervised by the USPO/USPSO; pretrial clients supervised by the USPO/USPSO, under the terms of this agreement. The vendor shall submit separate invoices for services provided to the referring agency (USPO, USPSO, or Bureau of Prisons).
- B. The services to be performed are indicated in Sections B and C. The vendor shall comply with all requirements and performance standards of this agreement.
- C. The judiciary will refer clients on an "as needed basis" and makes no representation or warranty that it will refer a specific number of clients to the vendor for services.

DEFINITIONS

- A. "Offer" means "proposals" in negotiation.
- B. "Solicitation" means a request for proposals (RFP) or a request for quotations (RFQ) in negotiation.
- C. "Judiciary" means United States Government.

- D. "Director" means the Director of the Administrative Office of the United States Courts (unless in the context of a particular section, the use of "Director" manifestly shows that the term was intended to refer to some other office for purposes of that section), and the term "his duty authorized representative" means any person or persons or board (other than the Contracting Officer) authorized in writing to act for the Director.
- E. "Authorized representative" means any person, persons, or board (other than the contracting officer and Chief Probation Officer/Chief Pretrial Services Officer) authorized to act for the head of the agency.
- F. "Contracting Officer" means the person designated by the Director or his duly authorized representative to execute this Agreement on the behalf of the Judiciary, and any other successor Contracting Officer who has responsibility for this agreement. The term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his written authority.
- G. "Client" means any drug dependent pretrial releasee, probationer, parolee, mandatory releasee, mandatory parolee, or supervised releasee receiving drug/alcohol testing and/or treatment and/or mental health treatment while under the supervision of the Federal Probation System.
- H. "Probation Officer" (i.e., USPO) means an individual appointed by the United States District Court to provide pretrial, presentence and supervision (pre and post sentence) services for the court. "Probation Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.
- I. "Chief Probation Officer" (i.e., CUSPO) means the individual appointed by the United States District Court to supervise the work of the court's probation staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- J. "Pretrial Services Officer" (i.e., USPSO) means the individual appointed by a United States District Court to provide pretrial release investigations, recommendations and supervision services for that court. "Pretrial Services Officer" refers to the individual responsible for the direct supervision of a client receiving drug/alcohol testing and/or treatment and/or mental health treatment services.
- K. "Chief Pretrial Services Officer" (i.e., CPSO) means the individual appointed by the court to supervise the work of the court's pretrial services staff. For the purpose of the contract, the "Chief Probation Officer" acts as the contract administrator on behalf of the Director of the Administrative Office of the United States Courts.
- L. "Designee" means the person selected by the Chief Probation Officer or the Chief Pretrial Services Officer to act in his/her behalf in drug, alcohol, and mental health treatment matters.

- M. "Federal Bureau of Prisons" The federal agency responsible for housing inmates in federal prisons, penitentiaries, correctional institutions and residential re-entry centers who have been sentenced by the federal courts.
- N. "Clarifications" are limited exchanges, between the Judiciary and offerors that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals or to resolve minor or clerical errors.
- O. "AOUSC" - Administrative Office of the U.S. Courts.
- P. "USPO/USPSO" -U.S. Probation Officer/U.S. Pretrial Services Officer.
- Q. "Probation Form 17" - U.S. Probation Travel Log.
- R. "Probation Form 45" - Treatment Services Program Plan.
- S. "Probation Form 46" - Monthly Treatment Record.
- T. "NIDT" - Non-Instrumented Drug Testing Device.
- U. "COTR" - Contracting Officer Technical Representative.
- V. "Case Staffing Conference" - A meeting between the Officer and the provider to discuss the needs and progress of the defendant/offender. The defendant/offender may or may not be present at the conference.
- W. "DSM" - Diagnostic and Statistical Manual of Mental Disorders.
- X. "Co-payment" - Any payment from an offender/defendant or third party reimbursement.
- Y. "PPSO" - Probation and Pretrial Services Office, Administrative Office of the US Courts.

MANDATORY REQUIREMENTS

For Project Codes in Section B, the corresponding paragraphs in this statement of work shall be considered mandatory requirements, as well as the sections listed below:

- A. Defendant/Offender Reimbursement and Co-payment
- B. Deliverables
- C. Notifying USPO/USPSO of Defendant/Offender Behavior
- D. Staff Requirements and Restrictions

- E. Facility Requirements
- F. Local Services (if applicable)

1. **Urine Collection, Instrumented Testing and Reporting (1010)**

The vendor shall perform the following procedures related to the collection, testing and reporting of urine specimens:

a. **Storage of Urinalysis Supplies**

The vendor shall:

- (1) Store all urinalysis supplies in a secure area with access limited only to authorized vendor employees involved in the collection process.
- (2) Prevent defendant/offender access to the secure storage areas.

b. **Secure Collection Area**

The vendor shall:

- (1) To the extent possible provide a lavatory only for collecting urine specimens that is not used by staff or others not providing urine specimens.
- (2) If the lavatory is used by others not providing a urine specimen the vendor shall:
 - (a) Limit the possibility of any interference with the collection process or adulteration of the specimen; and
 - (b) Limit access during the collection process to only those involved in the collection of urine specimens.

c. **Safety Precautions and Collector Training.**

- (1) The vendor shall ensure that collectors receive appropriate detailed training that includes a review of the federal OSHA Bloodborne Pathogen regulations (29 C.F.R. 1910.1030). The vendor shall document such training in their personnel file and the employee must certify they have received and understand such training. The vendor shall provide the documentation to the USPO/USPSO upon request.
- (2) The vendor shall ensure that all personnel handling urine specimens wear

disposable gloves designed for protection against bio-hazards, and are familiar with standard precautions for handling bodily fluids.

d. **General Urine Specimen Collection Procedures**

- (1) The vendor shall ensure defendants/offenders:
 - (a) Remove jackets, coats and large pocket items before entering the collection area.
 - (b) Leave purse or other carried items outside the collection area, or in the control of the specimen collector.
 - (c) Rinse their hands in cold water and thoroughly dry them prior to voiding to remove any adulterant from under the fingernails or on the skin.
 - (d) Roll up long-sleeved shirts or blouses so the collector can examine defendant/offender's arms to detect tampering devices or adulterants.
- (2) The vendor shall ensure that the collectors:
 - (a) Verify the identity of the defendant/offender by means of a state driver's license, state identification or other acceptable form of photo identification.
 - (b) Collect specimens from only one donor at a time. Both the donor and the collector shall keep the specimen bottle/container in view at all times prior to it being sealed and labeled.
 - (c) Complete a Chain of Custody or NIDT Collection Form (provided by the USPO/USPSO) before a defendant or offender voids following the chain of custody procedures, and then unless the vendor is using an NIDT that yielded a negative result, peel the Barcode label from the Chain of Custody form and place it on the bottle.
 - (d) Collect a minimum of 30 milliliters of urine to allow the laboratory to conduct the initial presumptive screen and confirmation tests. A specimen with less than 10 milliliters of urine is not acceptable for testing and shall not be submitted as the laboratory will not test it due to insufficient quantity.
 - (e) Not flush urinals until the collection is completed and the defendant/offender has left the urinal area (a coloring agent is not necessary).

- (f) Observe and document any indication (unusual color, odor) of specimen dilution and/or adulteration, or any unusual collection events or discrepancies.
- (g) Screw the top on the bottle or ensure the defendant/offender tightly screws the top on the bottle, and that the top is secure to the bottle and is not leaking.
- (h) Review the temperature of the specimen to determine if it is near body temperature, if applicable. The temperature of the specimen should be measured within 4 minutes of collection and should be within a range of 90 - 100 degrees.
- (i) Use a tamper evident seaming system (e.g., tape) across the top of the bottle cap and down the sides of the bottle, and initial the evidence tape. (This procedure is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample).
- (j) Sign the Specimen Collection Statement of the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample.
- (k) Have the defendant/offender sign or initial the Chain of Custody Form. This is not mandatory for NIDTs when an instant negative result is obtained and no further testing will be done on that sample. The donor and collector shall not sign the certification area of the form until the collection process is completed.

e. **Observed Urine Specimen Collection Procedures**

The vendor shall:

- (1) Directly observe defendants/offenders voiding into a specimen collection container. Collectors observing the voiding process shall be the same gender as the defendant/offender providing the specimen (no exceptions).
- (2) The use of mirrors is acceptable if the mirrors aid the collector in viewing the voiding process. The USPO/USPSO must approve such use of mirrors.
- (3) Notify the USPO/USPSO within 24 hours if the defendant/offender fails to report for a drug test or does not provide a urine specimen that is suitable for testing (e.g., an insufficient amount, stall, adulterated).

f. **Unobserved Urine Specimen Collection Procedures**

The vendor shall perform the following urine specimen collection procedures if circumstances prevent the observed collection of a specimen. The vendor shall ensure that collectors:

- (1) Take unobserved specimens **only** when the defendant/offender and the collector are not of the same gender or it is virtually impossible to collect an observed specimen. If circumstances necessitate the collection of unobserved specimens, the vendor shall contact the USPO/USPSO for approval.
- (2) Clearly document on the Chain of Custody Form or NIDT Collection Form any unobserved collection.
- (3) When using NIDTs for unobserved collection of a specimen, ensure that an adulteration test is performed that at a minimum includes temperature, pH and specific gravity tests. Adulteration test panels are performed on all specimens sent to the national laboratory for testing.
- (4) Use a temperature strip to measure urine specimen temperatures which should range between 90 and 100 degrees Fahrenheit. The time from voiding to temperature measurement is critical and in no case shall exceed 4 minutes.
- (5) Obtain a second specimen from defendants/offenders whose urine specimen temperature is outside the range in (4) above.
- (6) Place a blue or green colored toilet bowl cleaner or coloring agent in the commode to deter dilution of the specimen with commode water.
- (7) Pour the coloring agent into the bowl when using commodes without holding tanks (e.g., commercial commodes).
- (8) Follow all general collection procedures in subsection d above.
- (9) Secure any source of water in the area where the collection occurs, by either shutting off the water or securing its access with tamper evident tape.
- (10) Remove and/or secure any agents that could be used in an attempt to adulterate the specimen, such as soaps, cleaners and deodorizers.

g. **Urine Specimen Mailing and Storage** (For specimens shipped or transferred to contract national drug testing laboratories or on-site instrumented drug testing laboratories).

The vendor shall ensure that:

- (1) Every specimen shipped or transferred to a testing facility is contained in a bottle or container specifically designed to withstand the rigors of transport. All bottles and containers shall be provided by the Judiciary. NIDT cups/bottles may only be used for shipping with the advanced approval of PPSO. Vendors shall seek approval for each type of NIDT device intended for shipping.
- (2) The collector places the specimen and corresponding Chain of Custody Form or NIDT collection form in the approved shipping container and places such containers in the custody of an approved delivery service or courier;
- (3) The collector notifies the shipper/delivery service/courier that specimen(s) are ready to be delivered to the laboratory. This notification shall be given no later than the close of business the day the specimens are collected.
- (4) Urine specimens are refrigerated if specimens are retained and not shipped the same day.
- (5) Refrigerated urine specimens are not retained **longer than** 48 hours before they are sent to the laboratory. If urine specimens are retained longer than 48 hours the specimens must be frozen.
- (6) Urine specimens are stored in a secure area or locked refrigerator/freezer with access limited only to collectors or other vendor authorized personnel. The refrigerator temperature shall not exceed 43 degrees Fahrenheit and its temperature should be periodically monitored and documented.

h. "No Test" Policy

The urinalysis laboratories under contract with the AOUSC **will only test** urine specimens if all of the following conditions are met.

- (1) The specimen bottle contains no less than 10 milliliters of urine.
- (2) The specimen security seal or tamper evident system (e.g., tape) is present and intact.
- (3) The specimen bar code label is present.
- (4) The specimen is accompanied by the Chain of Custody Form.

(5) The specimen identifier (i.e., bar code number) on the bottle is identical to the number on the Chain of Custody Form.

(6) The collector's signature is on the Chain of Custody Form.

When any of the above conditions are not met, "No Test" will be stamped on the request report form and the reason for the no test will be checked or written in the space provided. Specimens that cannot be tested will be discarded. The vendor shall ensure that **all** of the above conditions are present for specimens sent to the national drug testing laboratories for testing.

i. **Random Urine Specimen Collection Procedures**

The vendor shall provide random urine specimens collections in accordance with the following:

(1) **Urine Collection Phases**

The frequency of testing for defendants/offenders shall follow the Three Phase Program, which requires a minimum of three (3) random tests with less than 24 hours notice per month during Phase I; a minimum of two (2) such tests monthly during Phase II; and a minimum of one (1) such test monthly during Phase III. The length of the phases is determined by the USPO/USPSO and can range from 60 days to 6 months. If a defendant or offender tests positive, more frequent urine collections may be required.

(2) The vendor shall collect random urine specimens when the defendants/offenders have less than 24 hours notice that a urine specimen is to be submitted.

(3) The vendor shall not alter a randomly scheduled urine collection without the approval of the USPO/USPSO. The frequency of random urine collections shall be determined and authorized by the Program Plan (Probation Form 45).

(4) Upon request of the USPO/USPSO the vendor shall develop and operate an automated phone notification system for random urine collections. The vendor shall obtain the approval of the USPO/USPSO for the design and operation of the phone-based system before putting it into use.

j. **Urine Specimen Collection Records and Reports**

(1) **Urinalysis Testing Log**

The vendor shall maintain a log approved by the USPO/USPSO for all urinalysis specimens collected which shall indicate:

(a) Defendant's or offender's name and PACTS number.

- (b) Collection Date
- (c) Specimen ID/Chain of custody (bar code) number.
- (d) Drugs or medications prescribed and date taken.
- (e) Collector's initials.
- (f) Special tests requested, and
- (g) Test results and date received (if applicable)
- (h) Co-pay collected (if applicable)

NOTE: Allowing anyone undergoing treatment to see the names or signatures of defendants/offenders violates federal confidentiality regulations regarding disclosure of drug or alcohol treatment records.

k. National Contract Urinalysis Laboratories

Urine specimens are analyzed under a separate contract with the AOUSC. The vendor shall notify the USPO/USPSO of positive specimen results reported from a national laboratory within 24 hours. Upon award, the USPO/USPSO shall notify the vendor that it uses a national contract testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

1. Onsite Screening Urinalysis Laboratory

Urine specimens are analyzed by onsite laboratories at some locations in probation and/or pretrial services offices. Specimens sent to these facilities shall be processed in the same manner as listed above. Upon award, the USPO/USPSO shall notify the vendor that it uses an on-site testing laboratory and provide supplies and instructions for the shipping and handling of specimens.

2. Deliverables

a. Defendant/Offender Records and Conferences

- (1) File Maintenance

The vendor shall:

- (a) Maintain a secure filing system of information on all defendants/offenders to whom the vendor provides services under this contract/agreement. If information is maintained electronically, the vendor shall make a hard copy of all files available for review immediately upon request of the USPO/USPSO or designee.
- (b) Segregate defendant/offender files from other vendor records. This will facilitate monitoring and promote defendant/offender confidentiality.

- (c) Keep a separate file for each defendant/offender.
- (d) Create a separate file when a defendant on pretrial services supervision is sentenced to probation supervision, but continued in treatment with the vendor. The vendor may copy any information relevant from the pretrial services file and transfer it into the probation file, except for information covered under the Pretrial Services Confidentiality Regulations. The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.
- (e) Identify any records that disclose the identity of a defendant/offender as **CONFIDENTIAL**.
- (f) Keep all defendant/offender records for three years after the final payment is received for Judiciary inspection and review, **except** for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.
- (g) At the expiration of the performance period of this agreement the vendor shall provide the USPO/USPSO or designee a copy of all defendant/offender records that have not been previously furnished, including copies of chronological notes.

NOTE: The vendor shall comply with the HIPAA privacy rule Security Standards for the Protection of Electronic Protected Health Information set forth at 45 C.F.R. § 164.302 to 318 with regard to electronic information.

b. **Disclosure**

The vendor shall:

- (1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4),(5), (6), and (7) below.
- (2) Obtain defendant' s/offender' s authorization to disclose confidential health information to the USPO/USPSO. If the vendor is unable to obtain this disclosure, the vendor shall notify the USPO/USPSO immediately.

- (3) Disclose defendant/offender records upon request of the USPO/USPSO or designee to the USPO/USPSO or designee.
- (4) Make its staff available to the USPO/USPSO to discuss treatment of a defendant/offender.
- (5) Disclose defendant/offender records only in accordance with 42 C.F.R. Part 2, and 45 C.F.R. § 160.201 to 205 and Part 164 (even if the vendor is not otherwise subject to 45 C.F.R. § 16.201 to 205, and Part 164). The vendor shall disclose records only after advising the USPO/USPSO of the request and any exceptions to the disclosure of, or an individual's right of access to, treatment or protected health information that might apply.
- (6) Not disclose "pretrial services information" concerning pretrial services clients. "Pretrial services information," as defined by the "Pretrial Services Confidentiality Regulations," is "any information, whether recorded or not, that is obtained or developed by a pretrial services officer (or a probation officer performing pretrial services duties) in the course of performing pretrial services." Pretrial Services Confidentiality Regulations, §2.A. Generally, any information developed by an officer performing pretrial services that is shared with the vendor will be confidential pretrial services information. Only a judicial officer or a Chief USPO/USPSO may authorize disclosure of pretrial services information to a third party pursuant to the Pretrial Services Confidentiality Regulations. Any doubts about whether a potential disclosure concerns pretrial services information must be resolved by consultation with the USPO/USPSO.
- (7) The vendor and its subcontractors are authorized to access criminal history information available in pretrial services or probation records that have been provided by the USPO/USPSO. This information is provided solely for the purpose of providing services under this contract. Any unauthorized re-disclosure of this information may result in termination of this contract and the imposition of civil penalties.
- (8) Ensure that all persons having access to or custody of defendant/offender records follow the disclosure and confidentiality requirements of this agreement and federal law.
- (9) Notify the USPO/USPSO immediately upon receipt of legal process requiring disclosure of defendant/offender records.

Note: The Judiciary agrees to provide any necessary consent forms that federal, state or local law requires.

c. File Content

The vendor's file on each defendant/offender shall contain the following records:

- (1) **Chronological Notes** that:
 - (a) Record all contacts (e.g., face-to-face, telephone) with the defendant/offender including collateral contacts with family members, employers, USPO/USPSO and others. Records shall document all notifications of absences and any apparent conduct violating a condition of supervision occurs.
 - (b) Are in accordance with the professional standards of the individual disciplines and with the respective state law on health care records.
 - (c) Document the goals of treatment, the methods used, the defendant's/offender's observed progress, or lack thereof, toward reaching the goals in the treatment records. Specific achievements, failed assignments, rule violations and consequences given should be recorded.
 - (d) Accurately reflect the defendant's/offender's treatment progress, sessions attended, and changes in treatment.
 - (e) Are current and available for review by the USPO/USPSO or designee and by the Probation and Pretrial Services Office (PPSO) at the Administrative Office.
 - (f) Chronological notes shall be legible, and be dated and signed by the practitioner.
- (2) **Program Plan** (Probation Form 45) that:
 - (a) Identifies vendor services to be provided to the defendant/offender and billed to the Judiciary under the terms of agreement, and any co-payments due by the defendant.
 - (b) USPO/USPSO prepares during or immediately after the case staffing conference. The program plan authorizes the vendor to provide services

- (e.g., **Intake Assessment and Report (2011)**) to the defendant/offender.
- (c) USPO/USPSO shall amend the Program Plan (Probation Form 45) when changing the services the vendor shall perform, their frequency, or other administrative changes (e.g., co-payment amounts) and upon termination of services.
- (3) **Amended Program Plan (Probation Form 45)** (if applicable) that USPO/USPSO prepares:
- (a) During or immediately following the case staffing conference, or any other changed circumstance if service delivery changes from existing Program Plan (Probation Form 45).
 - (b) To obtain additional services for a defendant/offender during the agreement or to change the frequency of a defendant/offender's urine collection.
 - (c) To document any other changes in co-payments, frequency of treatment, etc.
 - (d) To terminate services.
- (4) **Monthly Treatment Report (Probation Form 46)** that:
- (a) Is submitted along with the monthly invoice and the Daily log for the month for which the vendor is invoicing, except for clients who are receiving urinalysis services only (PC 1010, 1011).
 - (b) Summarizes defendant/offender's activities during the month, lists attendance dates, and accompanies the monthly invoice.
 - (c) Documents defendant/offender progress (e.g., adjustment, responsiveness, significant problems, employment).
 - (d) Reflects changes in the Program Plan (Probation Form 45).
 - (e) Records urine collection and test results, if applicable.
 - (f) Shall be typed if requested by the USPO/USPSO.
- (5) **Authorization to Release Confidential Information** (Probation Forms

11B, 11E, or 11I, and PSA Forms 6B, or 6D) that:

- (a) The defendant/offender and USPO/USPSO sign prior to the defendant's/offender's first appointment with the treatment provider.
 - (b) The vendor shall obtain the defendant's/offender's signature before releasing any information regarding the defendant/offender or the defendant's/offender's treatment and progress to the USPO/USPSO.
- (6) **Daily Travel Log** (Probation Form 17) (if applicable) that:
- (a) Vendor shall submit Probation Form 17 with the monthly invoice for Vendor's Local Travel by vendor or staff.
 - (1) By **Vehicle (1401)** (at the rate in the Judiciary Travel Regulations), or
 - (2) By **Common Carrier (1402)** (at the rate in the Judiciary Travel Regulations)
- (7) **Sign-In, Sign-Out Daily Treatment Log** (if applicable) that:
- (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
 - (b) USPO/USPSO or designee uses to certify the monthly invoice.
 - (c) USPO/USPSO shall review for approval if vendor Daily Log form differs from the USPO/USPSO sample form.
 - (d) Defendant/offender shall sign-in upon arrival and sign-out when leaving the vendor's facility.
 - (e) Documents any defendant/offender co-payment, and
 - (f) Vendor shall ensure that a defendant/offender signing or initialing an entry in the Daily Log cannot see the names or signatures of other defendants/offenders.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/offenders violates federal confidentiality regulations regarding treatment records.

- (8) **Urinalysis Testing Log** (If applicable) (Attachment J.9) that:

- (a) Along with the monthly invoice, is submitted for the month for which the vendor is invoicing.
- (b) Shall record all collected urinalysis specimens and indicate:
 - (1) Defendant or offender's name and PACTS number
 - (2) Collection Date
 - (3) Specimen (bar code) number
 - (4) Collector's initials
 - (5) Test results and date received (if applicable)
 - (6) Drugs or medication taken, and
 - (7) Special test requested
 - (8) Co-pay collected (if applicable)
- (c) Shall record any unusual occurrences in the collection process, and in the specific gravity and temperature readings (if applicable).
- (d) The vendor shall submit for USPO/USPSO approval if vendor Daily Urinalysis Log form differs from the sample form provided in attachment J.9.
- (e) The vendor shall ensure that a defendant/offender signing or initialing an entry Urinalysis Log cannot see the names or signatures of other defendants/offenders.

NOTE: Allowing anyone undergoing treatment to see the names or signatures of other defendants/offenders violates federal confidentiality regulations regarding treatment records.

d. **Case Staffing Conference**

Upon USPO/USPSO referral of a defendant/offender to the vendor, the vendor shall:

- (1) Participate in a 3-way meeting with the USPO/USPSO, defendant/offender and vendor for an initial case staffing.
- (2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.
- (3) Consult and meet as requested by the USPO/USPSO.

NOTE: The price of case staffing conferences and consultations are included in the prices in Section B.

e. **Vendor Reports (Substance Abuse and Mental Health Reports)**

The vendor shall:

- (1) Provide a report on the defendant' s/offender' s treatment progress upon USPO/USPSO' s request. Reports shall include specific/measurable goals and objectives with target completion dates that are periodically reviewed.
- (2) Provide a written recommendation in the report to whether or not a defendant' s/offender' s treatment shall be continued or terminated.
- (3) If the vendor recommends treatment termination, the vendor shall provide a reason for this recommendation in the written report (i.e., whether the defendant/offender responded to treatment and no longer needs aftercare, or whether the defender/offender failed to respond to treatment)
- (4) Provide a written quarterly profile on all (one report on all or one report on each) defendants/offenders discharged from the program each quarter (see Attachment J.1).

f. **Vendor Testimony**

The vendor, its staff, employees, and/or subcontractors shall:

- (1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and
 - (i) a request by the United States Probation and/or Pretrial Services Offices, United States Attorney' s Offices, or United States Parole Commission, or
 - (ii) in response to a subpoena.
- (2) Provide testimony including but not limited to a defendant' s/offender' s: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and

treatment programs.

- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Judiciary.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

g. Emergency Contact Procedures

The vendor shall establish and post emergency (24 hours/ 7 days a week) contact procedures (i.e., crisis intervention, schedule changes, local hotlines, and/or situations requiring immediate attention), for times when counselors are not available.

3. Notifying USPO/USPSO of Defendant/Offender Behavior

The vendor shall:

- a. Notify the USPO/USPSO within 24 hours or as specified in writing by the Contracting Officer of defendant/offender behavior including but not limited to:
 - (1) Positive drug or alcohol test results.
 - (2) Attempts to adulterate a urine specimen and/or compromise any drug detection methodology to determine illicit drug usage.
 - (3) Failure to produce a urine specimen for testing (i.e., stall; withholding a specimen or failure to produce a specimen of sufficient quantity for testing).
 - (4) Failure to appear as directed for urine collection, evaluation, counseling session or alcohol test (i.e., no show).
 - (5) Failure to follow vendor staff direction.

- (6) Apparent failure to comply with conditions of supervision.
- (7) Any behavior that might increase the risk of the defendant/offender to the community.

Note: Vendor shall report any information from any source regarding a defendant' s/offender' s apparent failure to comply with conditions of supervision.

4. **Staff Requirements and Restrictions**

The vendor shall ensure that:

- a. After award, persons currently under pretrial services, probation, parole, mandatory release, or supervised release (federal, state or local) shall not perform services under this agreement nor have access to defendant/offender files.
- b. After award, persons charged with or under investigation for a criminal offense shall not perform services under this agreement nor have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.
- c. After award, persons convicted of any sexual offense (including but not limited to, child pornography offenses, child exploitation, sexual abuse, rape or sexual assault) required under federal, state, or local law to register on the Sexual Offender registry shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.
- d. After award, persons with any restrictions on their licenses, certifications or practice (or those who voluntarily agree to such a restriction) based on negotiations or proceedings with any licensing authority, shall not perform services under this agreement or contract nor shall they have access to defendant/offender files unless approved in writing by the Contracting Officer after consultation with PPSO and PMD.
- e. The vendors and its employees shall:
 - (1) Avoid compromising relationships with defendants/offenders and probation or pretrial services staff, and
 - (2) Not employ, contract with, or pay any defendant/offender or

defendant' s/offender' s firm or business to do any work for the vendor either at the vendor' s facilities or personally for any of the vendor' s employees during the period of this agreement.

- (3) Report any such improprieties or the appearance thereof immediately to the USPO/USPSO or designee.
- (4) Report to the USPO/USPSO any investigations, pending charges, arrests and/or convictions related to a criminal offense, any restrictions on staff licenses or certifications, whether imposed or voluntary, involving any staff performing services under this agreement within 48 hours of obtaining knowledge.

- f. The vendor shall notify the USPO/USPSO in writing of any staff changes and provide documentation of any required licensing, certification, experience and education requirements, or changes thereof. The vendor shall submit an Offeror' s Staff Qualifications form (Section L - Attachment C) for each new staff member added under the agreement.
- g. Failure to comply with the above terms and conditions could result in termination of this agreement.

5. **Facility Requirements:**

The vendor shall ensure that its facility(ies) has adequate access for defendants/offenders with physical disabilities.

- 6. The vendor shall comply with all applicable state, federal and local laws and regulations when performing services required under this contract or agreement. Failure to do so may result in immediate termination, and subject the vendor to civil and/or criminal penalties.

7. **Local Services**

NOTE: Insert the statement of work and project codes for local services. On the required service line an asterisk (*) shall be used to denote which project code in Section B will be amended in the local services section. The local services section shall be used for districts to further define a specific need. **Additional codes shall not be created under any circumstances without written approval from PPSO at the Administrative Office of the United States Courts. All local needs shall be approved in writing by PPSO.**

SECTION D - INSPECTION AND ACCEPTANCE

D.1. Vendors Performance (Mandatory Requirement)

The vendor and/or subcontractor shall:

- (a) Maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes).
- (b) Not endanger the health and safety of employees, clients and the community.
- (c) Provide physical facilities that preserve both the integrity of the confidential relationship and the personal dignity of the client.

D.2 Clause B-5 Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

The clauses listed below are applicable to Agreements and Contracts at any value.

Clause 1-15	Disclosure of Contractor Information to the Public	(AUG 2004)
Clause 2-5A	Inspection of Products	(APR 2013)
Clause 2-5B	Inspection of Services	(APR 2013)
Clause 3-3	Provisions, Clauses, Terms and Conditions - Small Purchases	(APR 2013)

SECTION E - AGREEMENT ADMINISTRATION DATA**E.1 Contact Point for Assistance**

- a. Contact the person listed in block 7 on the form **Solicitation/Offer/Acceptance**, in SECTION A, p. 1 of the Request For Proposals (RFP).

E.2 Fiscal Records (Mandatory Requirement)

The vendor shall:

- a. Maintain its fiscal records according to generally accepted accounting principles.
- b. Keep and identify all financial records, that disclose the identity of any defendant/offender as **CONFIDENTIAL**.
- c. Keep all defendant/offender records associated with the agreement for three (3) years after the final payment date under the agreement, for Government inspection and review, except that the vendor shall keep defendant/offender records relating to litigation or settlement of claims arising out of the performance of this agreement, until final disposition of such appeals, litigation, or claims.

E.3 Invoices (Mandatory Requirement)

The vendor shall:

- a. Submit an original copy of the invoice to the address listed in block 7 of the **Solicitation/Offer/Acceptance** in SECTION A, p.1 of the RFP. Additionally, the **Monthly Treatment Report, Daily Log, Urinalysis Log and Daily Travel Log** (if applicable) shall be submitted to the USPO/USPSO.
- b. Submit invoices monthly to arrive no later than the tenth (10th) day of the month for services provided during the preceding month.
- c. Use the Administrative Office invoice (Parts A and B), or a probation office local invoice form, approved by the Administrative Office, indicating:
 - (1) Individual defendant/offender names and identifying numbers, and
 - (2) Charges for each service, identified by its project code, as described in **SECTION C - STATEMENT OF WORK**, of this document.

Note: The Administrative Office encourages computer generated billing and will accept a vendor's invoice form that contains the same information as the Administrative Office invoice. The vendor shall only submit invoices electronically in a manner approved by the Contracting Officer and in compliance with 45 C.F.R. § 164.302 to 164.318.

- d. Submit with the invoice a certification by an authorized official of the vendor that the invoice:
 - (1) Is correct and accurate to the best of his/her knowledge, and
 - (2) Includes only charges for services actually provided to defendants/offenders.
- e. The vendor shall submit separate invoices for services provided to pretrial services defendants and Bureau of Prisons inmates to the appropriate pretrial services or Bureau of Prisons office.
- f. The vendor may include the "No-Show" factor in the unit price charged for the following services. The vendor shall not include a charge for a "No-Show" as a separate item.

1010	2090	5030	6030
1011	4010	6000	6032
2000	4020	6010	6036
2010	5010	6012	6050
2011	5011	6015	6051
2020	5012	6020	6080
2021	5020	6021	6090
2022	5021	6022	6091
2030	5022	6026	7013
2040	5023	6027	7023
2080	5025	6028	

Note: A "No-Show" occurs when a defendant/offender does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled service provided customarily by a physician or other professional staff member.

- g. The vendor shall charge for a session longer or shorter than the prescribed unit time (when the unit price is based on a prescribed unit of time) by adjusting the charge up or down in fifteen minute increments. If circumstances necessitate adjustment of the charge based on the example below in section (i), the vendor

shall contact the Government for approval. Sessions lasting less than 16 minutes shall be treated as a "no show" for the purposes of billing.

h. The vendor shall include on the monthly invoice the item number and the fractional part of the session for which the vendor is billing the Government.

i. **Example:**

Assume that the rate of service is \$10.00 per half hour.

Time Spent (in minutes)	Charge
0 - 15	\$ 0.00
16 - 30	\$10.00
31 - 45	\$15.00
46 - 60	\$20.00

j. The vendor shall include the cost of written reports and conferences with the USPO/USPSO in the prices for defendant/offender services unless the Program Plan authorizes them as part of a specific service (e.g., Intake Assessment and Report (2011), Psychological Evaluation and Report (5010)).

k. The vendor shall include the cost of telephone contacts with defendant/offenders in the unit price for the services and shall not bill separately for these calls.

E.4 Reimbursements or Copayments (Mandatory Requirement)

a. The vendor shall not request or accept payment either directly or indirectly from the defendant/offender for services under this agreement unless the USPO/USPSO authorizes in writing partial or total payment by the defendant/offender for prescheduled individual services customarily provided by a physician or professional staff member.

(1) The USPO/USPSO shall evaluate the defendant/offender's financial status (e.g., employment) before authorizing defendant/offender payments to the vendor and shall notify the defendant/offender and vendor of the authorized defendant/offender payments in the program plan.

b. The vendor shall not submit invoices to the Government for services under this agreement where the vendor already has submitted invoices, or received payment for the same services from other sources.

c. If the vendor has received any payments from insurance programs or other sources (e.g., state or local public assistance programs) for services for which the vendor has received payment from the Government under this agreement, the vendor shall reimburse the Government for these services.

- (1) The USPO/USPSO may order reimbursement in the form of deductions from subsequent invoices according to USPO/USPSO instruction and the terms and conditions of this solicitation document.
- (2) According to 18 USC 3672, the vendor may be required to reimburse the Director of the Administrative Office of the U. S. Courts in lieu of deducting payments from subsequent invoices.

E.5 Government Furnished Property - (JAN 2003)

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation.

The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called non-instrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

E.6 Provision 3-5, Taxpayer Identification and Other Offeror Information - (APR 2011)

(a) Definitions.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§ 6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. § 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): _____

TIN has been applied for.

TIN is not required, because:

Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a

fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the federal government.

(e) Type of Organization:

sole proprietorship;

partnership;

corporate entity (not tax-exempt);

corporate entity (tax-exempt);

government entity (federal, state or local);

foreign government;

international organization per 26 CFR 1.6049-4;

other

(f) Contractor representations.

The offeror represents as part of its offer that it is , is not 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

Women Owned Business

Minority Owned Business (if selected then one sub-type is required)

Black American Owned

Hispanic American Owned

Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)

Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

Individual/concern, other than one of the preceding.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 Provision of Services to Federal Offenders and Defendants (Mandatory Requirement)**

- a. In an effort to protect the community by providing outpatient treatment, the vendor shall have the capability to immediately place Federal clients in outpatient or urine surveillance without regard to any placement backlog or waiting lists.
- b. Recognizing the problems of limited bed space, vendors shall place referrals for residential placements in the first available bed space.
- c. The vendor shall not unilaterally refuse services to any defendant or offender referred by the Government, except where the defendant or offender poses an apparent danger to the vendor's staff or other clients. The vendor shall not refuse service without approval of the Government.
- d. Termination of clients from treatment, based upon a violation of the vendor's program rules and regulations shall not be made without the approval of the Government. When necessary, the vendor may take appropriate and immediate action to protect staff and clients.
- e. The contractor shall not tell defendants or offenders to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.
- f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

- F.2** The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, and F of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

PROFESSIONAL SERVICE CONTRACT

THIS AGREEMENT outlines the relationship between West Central Services, Inc. hereafter referred to as the Contractor and Sullivan County Department of Corrections hereinafter referred to as the Contractee. This contract represents the entire contractual relationship between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

SERVICES OF THE CONTRACTOR

The Contractor agrees to provide the following professional services to the Contractee:

- Psychiatric services including psychiatric evaluations and medication management to residents of the correctional facility 3 hours per week which includes 2 1/2 hours direct service time plus 30 minutes travel time to and from the facility per visit.
- Emergency services on an as needed basis.
- In-service training related to the behavioral health care of residents of the facility, as requested.

PERIOD OF SERVICE

The Contractor shall complete all services described above for the duration of the fiscal year which constitutes the time period July 1, 2014 — June 30, 2015.

COMPENSATION

In exchange for the services outlined above, the Contractee agrees to pay West Central Services, Inc. \$450.00 per visit for the delivery of services by a staff psychiatrist and \$320.00 per visit for the delivery of services by a psychiatric resident or ARNP plus an additional \$0.47 per mile for travel reimbursement to and from the facility.

Emergency services shall be billed at a rate of \$120.00 per hour plus travel costs.

In-service training shall be billed at the rate of \$150.00 per hour plus travel costs.

The Contractor shall submit invoices to the Contractee for all services provided on a monthly basis with payment expected within 30 days from the invoice date.

COMMUNICATIONS AND RECORDS

It is agreed by both parties that they shall communicate and otherwise cooperate with one another in the performance of this agreement in order that its purpose may be fulfilled, and to this end the parties agree to communicate and notify one another in writing as to all matters pertaining to the parties' performance of this agreement. This contract may not be waived or modified except by mutual written agreement.

In administrative relationships, the Contractor's provider shall be under the direction of the Administrator/CEO of the Contractee while at the Contractee's site and shall be responsible to said Administrator for abiding by the administrative regulations of the facility. In no way shall control of administrative matters interfere with the Contractor's function and role as an independent contractor and

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

Contractee shall not exercise any discretion or control over methods, means, or manner by which Contractor's provider engages in its professional work.

The Contractee and Contractor shall observe and adhere to all applicable Federal and State requirements relating to confidentiality of records and information and each agrees not to allow examination of records or disclose information without proper consent, except as may be required by law. All medical records are the property of the Contractee.

The Contractor agrees to prescribe medications in accordance with a recommended medications formulary unless factors such as allergies or other conditions do not allow for this practice. The medications formulary is the responsibility of the Contractee to provide on annual basis to the Contractor.

INSURANCE

The Contractor shall maintain professional liability insurance for its employee whom is providing services to the Contractee in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

The Contractee shall have in place and be responsible for maintaining for the duration of this contract, its own comprehensive and general liability insurance in the amount of \$1,000,000. A certificate of insurance substantiating proof of coverage may be requested of the Contractee.

FORCE MAJEURE

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Contractee:

Sullivan County Department of Corrections
Attn: Ross Cunningham, Superintendent
103 County Farm Road
Claremont, NH 03743

If to the Contractor:

West Central Services, Inc.
Attn: Jason P. Adams, CFO

9 Hanover Street, Suite 2 • Lebanon, NH 03766 • Phone: (603) 448-0126 • Toll Free: (800) 540-0126 • www.wcbh.org

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

9 Hanover Street, Suite 2

Lebanon, NH 03766

TERMINATION

This agreement may be terminated only upon the agreement of both parties with sixty (60) days advance written notice.

In the event of such termination, the Contractor shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses when incurred.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this day:

Jason P. Adams
Chief Financial Officer
West Central Services, Inc.

Date

Jessie Levine
County Manager
Sullivan County

Date

2014 SULLIVAN COUNTY	% Proportion to County Tax*	Apportionment of county budget
ACWORTH	2.1867%	303,535
CHARLESTOWN	5.6959%	790,635
CLAREMONT	15.9408%	2,212,709
CORNISH	4.1349%	573,964
CROYDON	2.0302%	281,811
GOSHEN	1.5415%	213,977
GRANTHAM	10.6017%	1,471,602
LANGDON	1.3448%	186,664
LEMPSTER	3.1679%	439,728
NEWPORT	9.2665%	1,286,261
PLAINFIELD	6.0274%	836,654
SPRINGFIELD	4.1353%	574,012
SUNAPEE	26.1651%	3,631,927
UNITY	2.6670%	370,203
WASHINGTON	5.0944%	707,144
* Rounded for display. Actual apportionment based on detailed figures.		
TOTALS	100.0000%	13,880,826

9/15/2014

D. W. Hink

FY2015 Sullivan County Apportionment
 (tax rate undetermined)
 as of September 22, 2014

	% Proportion of County Tax	Apportionment of county budget FY2014	Est. Apportionment of County Budget FY2015	Equalized Value 2013	County Tax FY2014	Est. County Tax FY2015	Equalized Value FY2014	2014 Actual % Proportion	Change in County Share	Actual Apportionment FY2015	Diff from projected
ACWORTH	2.2593%	313,723	\$ 313,610	\$ 95,107,940	3.30	3.30	\$ 97,580,449	2.1867%	-3.2%	\$ 303,535	\$ (10,074)
CHARLESTOWN	6.0419%	838,949	\$ 838,666	\$ 271,276,694	3.09	3.09	\$ 254,173,102	5.6959%	-5.7%	\$ 790,635	\$ (48,031)
CLAREMONT	16.8462%	2,339,198	\$ 2,338,392	\$ 787,313,508	2.97	2.97	\$ 711,341,266	15.9408%	-5.4%	\$ 2,212,709	\$ (125,683)
CORNISH	4.1443%	575,457	\$ 575,263	\$ 185,970,659	3.09	3.09	\$ 184,517,950	4.1349%	-0.2%	\$ 573,964	\$ (1,299)
CROYDON	2.0592%	285,934	\$ 285,834	\$ 93,645,145	3.05	3.05	\$ 90,596,443	2.0302%	-1.4%	\$ 281,811	\$ (4,023)
GOSHEN	1.5934%	221,251	\$ 221,177	\$ 76,196,955	2.90	2.90	\$ 68,789,255	1.5415%	-3.3%	\$ 213,977	\$ (7,200)
GRANTHAM	10.4375%	1,449,314	\$ 1,448,811	\$ 515,125,870	2.81	2.81	\$ 473,090,541	10.6017%	1.6%	\$ 1,471,602	\$ 22,791
LANGDON	1.3390%	185,926	\$ 185,864	\$ 61,153,302	3.04	3.04	\$ 60,008,756	1.3448%	0.4%	\$ 186,664	\$ 800
LEMPSTER	3.3241%	461,570	\$ 461,413	\$ 161,301,336	2.86	2.86	\$ 141,363,549	3.1679%	-4.7%	\$ 439,728	\$ (21,685)
NEWPORT	9.2711%	1,287,355	\$ 1,286,905	\$ 420,701,883	3.06	3.06	\$ 413,506,936	9.2665%	-0.1%	\$ 1,286,261	\$ (644)
PLAINFIELD	6.0101%	834,544	\$ 834,252	\$ 259,904,713	3.21	3.21	\$ 268,967,265	6.0274%	0.3%	\$ 836,654	\$ 2,402
SPRINGFIELD	4.0385%	560,770	\$ 560,577	\$ 200,707,622	2.79	2.79	\$ 184,533,414	4.1353%	2.4%	\$ 574,012	\$ 13,435
SUNAPEE	25.3470%	3,519,582	\$ 3,518,373	\$ 1,150,960,231	3.06	3.06	\$ 1,167,591,352	26.1651%	3.2%	\$ 3,631,927	\$ 113,554
UNITY	2.6274%	364,825	\$ 364,705	\$ 133,380,114	2.74	2.73	\$ 119,012,954	2.6670%	1.5%	\$ 370,203	\$ 5,499
WASHINGTON	4.6610%	647,205	\$ 646,985	\$ 226,014,149	2.86	2.86	\$ 227,332,554	5.0944%	9.3%	\$ 707,144	\$ 60,159
TOTAL		13,885,603	\$ 13,880,826	\$ 4,638,760,121			\$ 4,462,405,786				
			(4,777)	-0.034%							



New Hampshire Retirement System
 54 Regional Drive, Concord, NH 03301
 Phone: (603) 410-3500 - Fax: (603) 410-3501
 Website: www.nhrs.org - Email: info@nhrs.org

September 9, 2014

FROM: NHRS Board of Trustees
 George P. Lagos, Executive Director

TO: Political Subdivisions, including Municipalities, School and Village Districts, Counties and others

SUBJECT: **EMPLOYER NORMAL CONTRIBUTION RATES
 EFFECTIVE JULY 1, 2015 – JUNE 30, 2017**

Pursuant to RSA 100-A:16, III, and the Actuarial Valuation of June 30, 2013, the New Hampshire Retirement System Board of Trustees at its September 9, 2014, meeting hereby certified the following employer rates of contribution due the retirement system beginning July 1, 2015, and ending June 30, 2017. Employers shall ensure that these rates are implemented for Earnable Compensation paid on and after July 1, 2015.

**EMPLOYER NORMAL CONTRIBUTION RATES
 EFFECTIVE JULY 1, 2015 – JUNE 30, 2016**

	<u>Pension Percentage</u>	<u>Medical Subsidy Percentage</u>	<u>Total Employer Percentage</u>
<u>GROUP I</u>			
Employees	10.86%	0.31%	11.17%
Teachers	12.72%	2.95%	15.67%
<u>GROUP II</u>			
Police	22.54%	3.84%	26.38%
Fire	25.32%	3.84%	29.16%

**EMPLOYER NORMAL CONTRIBUTION RATES
 EFFECTIVE JULY 1, 2016 – JUNE 30, 2017**

	<u>Pension Percentage</u>	<u>Medical Subsidy Percentage</u>	<u>Total Employer Percentage</u>
<u>GROUP I</u>			
Employees	10.86%	0.31%	11.17%
Teachers	12.72%	2.95%	15.67%
<u>GROUP II</u>			
Police	22.54%	3.84%	26.38%
Fire	25.32%	3.84%	29.16%

The employer contribution rates must be applied to the covered payroll for each respective membership classification.

Please refer any questions regarding this memo to:
 Denise M. Call
 Director, NHRS Employer Services
 603-410-3516 or email denise.call@nhrs.org



NHRS

New Hampshire Retirement System

NH Retirement System
54 Regional Drive
Concord, NH 03301
Phone: (603) 410-3500
www.nhrs.org

Sept. 11, 2012

FROM: NHRS Board of Trustees
George P. Lagos, Executive Director

TO: Political Subdivisions, including Municipalities, School and Village Districts, Counties and others

SUBJECT: **EMPLOYER NORMAL CONTRIBUTION RATES**
EFFECTIVE JULY 1, 2013 – JUNE 30, 2015

Pursuant to RSA 100-A:16, III, and the Actuarial Valuation of June 30, 2011, the New Hampshire Retirement System Board of Trustees at its Sept. 11, 2012, meeting hereby certified the following employer rates of contribution due the retirement system beginning July 1, 2013, and ending June 30, 2015. Employers shall ensure that these rates are implemented for salaries paid on and after July 1, 2013.

EMPLOYER NORMAL CONTRIBUTION RATES
EFFECTIVE JULY 1, 2013 – JUNE 30, 2014

	<u>Pension Percentage</u>	<u>Medical Subsidy Percentage</u>	<u>Total Employer Percentage</u>
<u>GROUP I</u>			
Employees	10.44%	0.33%	10.77%
Teachers	11.96%	2.20%	14.16%
<u>GROUP II</u>			
Police	21.35%	3.95%	25.30%
Fire	23.79%	3.95%	27.74%

EMPLOYER NORMAL CONTRIBUTION RATES
EFFECTIVE JULY 1, 2014 – JUNE 30, 2015

	<u>Pension Percentage</u>	<u>Medical Subsidy Percentage</u>	<u>Total Employer Percentage</u>
<u>GROUP I</u>			
Employees	10.44%	0.33%	10.77%
Teachers	11.96%	2.20%	14.16%
<u>GROUP II</u>			
Police	21.35%	3.95%	25.30%
Fire	23.79%	3.95%	27.74%

The employer contribution rates must be applied to the payroll for each respective membership classification.

Please refer any questions regarding this memo to:
Denise M. Call
Director, NHRS Employer Services
603-410-3516 or email denise.call@nhrs.org

Account	Description	Budget	Subtract PT employees out	Total	Group I	Group I	Group II	Group II
					0.1077	0.1117	0.2530	0.2638
10.400.10001	OFFICE SALARIES	\$125,030.00						
10.400.10007	E.T. BUY BACK	\$2,527.00	\$22,870.00	\$107,187.00	\$11,544.04	\$11,972.79		
10.400.10008	OVERTIME	\$2,500.00						
10.403.10001	SALARY	\$96,812.00		\$98,674.00	\$10,627.19	\$11,021.89		
10.403.10007	E.T. BUY BACK	\$1,862.00						
10.406.10001	EMPLOYEE SALARY	\$51,207.00		\$52,182.00	\$5,620.00	\$5,828.73		
10.406.10007	E.T. BUY BACK	\$975.00						
10.406.10008	OVERTIME	\$0.00						
10.410.10000	ELECTED OFFICAL SALARY	\$80,948.00		\$348,435.00	\$37,526.45	\$38,920.19		
10.410.10001	ASSISTANT COUNTY ATTORNEY	\$155,031.00						
10.410.10002	EMPLOYEE SALARY	\$99,956.00						
10.410.10003	VACATION COVERAGE	\$0.00						
10.410.10007	E.T. BUY BACK	\$4,500.00						
10.410.10008	OVERTIME	\$8,000.00						
10.410.10009	PERFORMANCE INCREASE	\$0.00						
10.411.10001	EMPLOYEE SALARY	\$55,733.00		\$56,794.00	\$6,116.71	\$6,343.89		
10.411.10007	E.T. BUY BACK	\$1,061.00						
10.411.10009	PERFORMANCE INCREASE	\$0.00						
10.440.10000	ELECTED OFFICAL SALARY	\$64,650.00	4 FT @ .2530	\$258,750.00			\$65,463.75	\$68,258.25
10.440.10001	SALARIES-DEPUTIES	\$293,347.00	1 Office staff @ .1077		\$4,803.42	\$4,981.82		
10.440.10002	SALARIES-OFFICE STAFF	\$51,398.00	Group I and II					
10.440.10006	ON CALL	\$5,460.00	Sheriff calculates to the penny, per person.					
10.440.10007	E.T. BUY BACK	\$5,170.00						
10.440.10008	OVERTIME	\$8,512.00						
10.440.10009	PERFORMANCE INCREASE	\$0.00						
10.460.10001	EMPLOYEE SALARY	\$32,504.00		\$34,112.00	\$3,673.86	\$3,810.31		
10.460.10007	E.T. BUY BACK	\$608.00						
10.460.10008	OVERTIME/VAC. COVERAGE	\$1,000.00						
10.460.10009	PERFORMANCE INCREASE	\$0.00						
10.520.10001	SALARIES	\$168,542.00	\$21,191.00	\$151,449.00	\$16,311.06	\$16,916.85		
10.520.10007	ET BUY BACK	\$2,756.00						
10.520.10008	OVERTIME	\$1,342.00						
10.600.10001	EMPLOYEE SALARIES	\$2,126,394.00	\$384,085.00		\$41,365.95	\$42,902.29	\$407,006.92	\$424,381.13
10.600.10002	SALARIES-NURSING	\$0.00	\$1,608,723.00					
10.600.10007	E.T. BUY BACK	\$15,000.00						
10.600.10008	OVERTIME	\$40,000.00	Using Ross' # in budget					
10.600.10009	PERFORMANCE INCREASE	\$0.00	\$20,687.00	Merit	\$4,569.00			
22.420.10000	ELECTED OFFICAL SALARY	\$55,788.00		\$167,425.00	\$18,031.67	\$18,701.37		
22.420.10001	EMPLOYEE SALARIES	\$109,637.00						
22.420.10007	E.T. BUY BACK	\$1,500.00						
22.420.10008	OVERTIME	\$500.00						
22.420.10009	PERFORMANCE INCREASE	\$0.00						
24.345.10001	OFFICE SALARIES	\$0.00						
24.345.10008	OVERTIME	\$600.00		\$600.00			\$151.80	\$158.28
24.645.10001	DEPUTY SHERIFF PAYROLL	\$63,756.00		\$66,756.00			\$16,889.27	\$17,610.23
24.645.10008	OVERTIME	\$3,000.00 (this amount only???)					\$759.00	\$791.40
24.646.10001	SALARIES-DEPUTIES	\$0.00						
24.646.10008	OVERTIME	\$5,000.00		\$5,000.00			\$1,265.00	\$1,319.00

Account	Description	Budget	Subtract PT employees out	Total	Group I	Group I	Group II	Group II
					0.1077	0.1117	0.2530	0.2638
24.745.10001	SALARIES-DEPUTY	\$59,142.00		\$59,142.00				
24.745.10008	DRUG TASK FORCE-OVERTIME	\$0.00					\$0.00	\$0.00
24.953.10001	REGIONAL NETWORK/CURN COOR \$52,000	\$37,061.12		\$37,061.12				
24.953.10002	EVALUATOR SALARY	\$0.00			In budget \$3,991.48	\$4,139.73		
24.955.10001	SALARY	\$46,550.00		\$46,550.00	In budget \$5,013.44	\$5,199.64		
24.964.10001	SALARY FOR DFC	\$53,508.00		\$53,508.00	In budget \$5,762.81	\$5,976.84		
24.982.10001	OFFICE SALARY	\$2,450.00		\$2,450.00	In budget \$263.87	\$273.67		
24.983.10001	SALARIES	\$14,854.30		\$14,854.30	Nothing in budget \$0.00	\$1,659.23		
40.492.10001	MARKETING SALARIES	\$77,263.00		\$77,263.00	Nothing in budget \$1,599.81	\$8,697.30		
40.492.10007	ET BUY BACK	\$0.00			\$8,385.85			
40.492.10008	OVERTIME	\$600.00			\$0.00			
40.500.10001	SALARIES	\$213,836.00		\$213,836.00				
40.500.10007	E.T. BUY BACK	\$0.00	\$16,478.00	\$197,858.00	\$24,309.31			
40.500.10008	OVERTIME	\$500.00	(above s/b minused)					
40.500.10009	PERFORMANCE INCREASE	\$0.00			\$23,083.99	\$22,100.74		
40.530.10001	SALARIES	\$777,016.00		\$777,016.00				
40.530.10002	DIRECTORS SALARY	\$0.00		\$808,650.00	\$87,091.61	\$90,326.21		
40.530.10007	E.T. BUY BACK	\$900.00						
40.530.10008	OVERTIME	\$27,734.00						
40.530.10009	PERFORMANCE INCREASE	\$3,000.00						
40.540.10001	SALARIES SUPERVISORS STAFF	\$583,742.00		\$5,003,218.00				
40.540.10002	SALARIES REGISTERED NURSES	\$438,587.00						
40.540.10003	SALARIES L.P.N.'S	\$1,043,319.00	who are full or partime?					
40.540.10004	SALARIES NURSING AIDES	\$1,986,241.00	who are full or partime?					
40.540.10005	SALARIES-LNA TRAINEES	\$0.00	who are full or partime?					
40.540.10006	CLERICAL	\$124,725.00						
40.540.10007	E.T. BUY BACK	\$10,000.00						
40.540.10008	OVERTIME	\$260,616.00						
40.540.10009	PERFORMANCE INCREASE	\$15,000.00						
40.540.10011	SALARIES SUPERVISOR-PER DIEM	\$0.00						
40.540.10022	SALARIES RN - PER DIEM	\$145,396.00						
40.540.10033	SALARIES L.P.N.'s - PER DIEM	\$182,845.00		Using Ted's # in budget				
40.540.10044	SALARIES NURSING AIDES-PER DIEM	\$212,747.00		\$3,239,034.00	\$348,843.96	\$361,800.10		
40.550.10001	SALARIES	\$418,328.00		\$418,328.00				
40.550.10007	ET BUY BACK	\$1,800.00	\$17,160.00	\$413,018.00	\$44,482.04	\$46,134.11		
40.550.10008	OVERTIME	\$9,550.00						
40.550.10009	PEFORMANCE INCREASE	\$500.00	Using # in budget	\$378,356.55	\$40,749.00	\$42,262.43		

Account	Description	Budget	Subtract PT employees out	Total	Group I	Group I	Group II	Group II
					0.1077	0.1117	0.2530	0.2638
40.555.10001	OFFICE SALARIES							
40.555.10007	ET BUY BACK	\$35,382.00		\$35,982.00	\$3,875.26	\$4,019.19		
40.555.10008	OVERTIME	\$0.00						
		\$600.00						
40.560.10001	SALARIES	\$220,080.00		\$223,773.00	\$24,100.35	\$24,995.44		
40.560.10007	ET BUY BACK	\$0.00						
40.560.10008	OVERTIME	\$3,193.00						
40.560.10009	PERFORMANCE INCREASE	\$500.00						
40.570.10001	SALARIES	\$378,968.00		\$386,081.00	\$41,580.92	\$43,125.25		
40.570.10007	E.T. BUY BACK	\$0.00						
40.570.10008	OVERTIME	\$5,613.00						
40.570.10009	PERFORMANCE INCREASE	\$1,500.00						
40.591.10001	SALARIES	\$0.00						
40.591.10008	OVERTIME	\$0.00						
					\$0.00	\$0.00		
40.592.10001	SALARIES	\$0.00						
40.592.10007	E.T. BUY BACK	\$0.00						
40.592.10008	OVERTIME	\$0.00						
					\$0.00	\$0.00		
40.593.10001	SALARIES	\$245,223.00		\$247,204.00	\$26,623.87	\$27,612.69		
40.593.10007	E.T. BUY BACK	\$0.00						
40.593.10008	OVERTIME	\$981.00						
40.593.10009	PERFORMANCE INCREASE	\$1,000.00						
40.594.10001	EMPLOYEE SALARIES	\$100,517.00		\$102,117.00	\$10,998.00	\$11,406.47		
40.594.10007	E.T. BUY BACK	\$1,000.00						
40.594.10008	OVERTIME	\$600.00						
40.594.10009	PERFORMANCE INCREASE	\$0.00						
			FY15 with current rates	\$1,265,900.64	\$791,254.17		\$474,646.47	
			FY15 with new rates	\$1,313,774.77		\$818,866.72		\$494,908.06
			Increase	(\$47,874.13)				

Amts multiplied s/b this amount but not in budget.
Why are these amounts not calculated to pay?
Ted had a spreadsheet and did his own calculations (Sheriff & DOC as well)

2014 Sullivan County Select Board / City Council Meetings Schedule

Commissioners & County Manager have attended the following:

Mon., June 16, 2014 6:30 p.m., Town of Newport
Mon., June 23, 2014 7:00 p.m., Town of Springfield
Mon., July 14, 2014 7:00 p.m., Town of Acworth
Wed., July 23, 2014 5:00 p.m., Town of Grantham
Thu. July 31, 2014 7:00 p.m., Town of Washington
Tue. August 5, 2014 7:30 p.m., Town of Croydon
Mon., August 11, 2014 7:00 p.m., Town of Sunapee
Mon., Sept. 8, 2014 7:00 p.m., Town of Goshen
Wed., Sept. 17, 2014 6:30 p.m., Town of Charlestown

Commissioners & County Manager scheduled to attend:

Tue., Sept. 23, 2014 7:00 p.m., Town of Lempster
Mon., **Sept. 29**, 2014 6:30 p.m., Town of Cornish
Wed., **October 1**, 2014 6:00 p.m., Town of Plainfield
Wed. **October 8**, 2014 6:30 p.m., City of Claremont
Mon. **November 10**, 2014 5:30 p.m., Town of Unity
Mon. **November 24**, 2014 7:00 p.m., Town of Langdon

TOWN OF LEMPSTER
BOARD OF SELECTMEN
MEETING AGENDA
September 23, 2014
7:00 PM

1. Payroll and Accounts Payable Manifest
2. Minutes of Past Meetings
 - September 10, 2014 Public Hearing on Fees
 - September 10, 2014 Selectmen's Meeting
3. Sullivan County Commissioners
4. Old Business
 - Dry Hydrants
 - Fulton – Junkyard Fees
5. New Business
 - Highway and Transfer Station Department Reports
 - Public Participation
 - Administration and Correspondence
 - Miscellaneous