

BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Robert A. Meacher, Vice Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, Chair 4th District
Jon Kennedy, 5th District

**AGENDA FOR MEETING OF NOVEMBER 01, 2011 TO BE HELD AT 10:00 A.M. IN THE
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.



REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

STANDING ORDERS

10:00 A.M. **CALL TO ORDER/ROLL CALL**

INVOCATION AND FLAG SALUTE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

ACTION AGENDA

Convene as the Walker Ranch Community Services District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District.

1. 10:10 **WALKER RANCH COMMUNITY SERVICES DISTRICT** – Robert Perreault
Approve and authorize the Chair to sign replacement contract for operation of wastewater and water treatment system serving the Walker Ranch CSD. Approved as to form by County Counsel

Adjourn as the Walker Ranch Community Services District Governing Board and reconvene as the Board of Supervisors

2. 10:15 **BOARD OF SUPERVISORS**
 - A. Set Board meeting schedule for December 2011
 - B. Set start time for regular Board of Supervisors meetings during winter months
 - C. Approve and authorize the Chair to sign revised Fair Manager contract
 - D. Correspondence
 - E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
3. 10:45 **SOCIAL SERVICES** – Elliott Smart
Approve supplemental budget of \$95,952 re: implementation of provisions of AB 118 related to the administration of the adoptions program; and direct the Department of Social Services to return to the Board with a plan for securing and/or providing adoption services. **Four/fifths required roll call vote**

4. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. DISTRICT ATTORNEY

Approve supplemental budget of \$6,000 for Workers Compensation Insurance Fraud Grant awarded by the California Department of Insurance. **Four/fifths required roll call vote**

B. CLERK OF THE BOARD

Approve Board minutes for October 2011

C. AUDITOR/CONTROLLER

Approve and authorize the Chair to sign a combined contract for two separate services to a single vendor – SB90 claim preparation of \$5,925 and A87 Cost Plan preparation of \$7,000 to MGT of America. Approved as to form by County Counsel

D. SOCIAL SERVICES

Ratify the extension of an agreement with the Nevada-Sierra Public Authority to provide elements of the program integrity initiative in the In-Home Supportive Services program. Approved as to form by County Counsel

E. PROBATION

Approve supplemental budget of \$4,205 for AB 109 Training revenue transferred to Probation General Fund Out-of-County Travel for reimbursement of previously expended training monies

F. PUBLIC WORKS

Approve an exemption from the sixty-day limit to allow the Road Department to utilize Extra Help (snow removal) for the upcoming winter season

G. AGRICULTURE

Award bid to Corning Ford as the successful bidder on a Chassis Cab Truck with Flatbed (\$44,571.13); and authorize the Agriculture Commissioner to sign award letter and contract agreement. Approved as to form by County Counsel

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees
- C. Conference with Legal Counsel: Existing litigation (Workers Compensation Case No. ADJ6530650)
- D. Conference with Legal Counsel – Initiation of litigation pursuant to Subdivision (c) of Government Code §54956.9 – one case
- E. Conference with Legal Counsel – Existing Litigation - *County of Butte, et al. v. California Department of Water Resources*, Yolo County Superior Court Case No. CV-09-1258, pursuant to Subdivision (a) of Government Code § 54956.9.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, November 08, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.

WALKER RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6134
Robert A. Perreault, Jr., P.E. *County Engineer and Manager, WRCSD*

AGENDA REQUEST

October 24, 2011

To: Honorable Board of Supervisors
From: Robert Perreault, Walker Ranch CSD Manager
Subject: Agenda Request for the November 1, 2011 meeting of the
Plumas County Board of Supervisors



**Approve replacement contract for operation of wastewater and
water treatment systems serving the Walker Ranch CSD**

Background:

David Durkin has been under contract with the Walker Ranch CSD as Operator of the wastewater and water treatment systems since June 2004. Extensions have been periodically approved to the base contract. There has been no expiration date in the contract or extensions. The contract requires the Operator to possess certificates in the operation of the wastewater and water treatment systems. As circumstances have changed over the years, including State requirements, the scope of work of the Operator has also changed and expanded.

Accordingly, when the last contract amount limit was approached, the Manager of the WRCSD requested that a comprehensive review of the present-day scope of work be conducted as well as to replace the older form of the services contract with a new contract approved as to form by the Office of County Counsel. The Operator agreed to the request.

Attached is a copy of the proposed new, replacement contract, which is attached. The contract has been reviewed by Deputy County Counsel and includes his comments. Approval as to form is expected by November 8, 2011. This requested action is in conjunction with the October 18, 2011 action of the Governing Board, same subject.

Recommendation:

The Manager of the Walker Ranch CSD respectfully requests that the Governing Board of the WRCSD approve the attached contract, including a ratification of any work approved by the WRCSD Manager, extending retroactively into the FY 2010-11.

Attachment: Proposed Replacement Contract

Services Agreement

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This Agreement is made by and between the Walker Ranch Community Services District, a political subdivision of the State of California, (hereinafter referred to as "CSD"), and Sierra Water Management, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the CSD with services as set forth in Exhibit A, attached hereto.
2. Compensation. CSD shall pay Contractor for services provided to CSD pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by CSD to Contractor under this Agreement shall not exceed Sixty Five Thousand Dollars (\$65,000.00) per fiscal year.
3. Term. The term of this agreement shall be from March 1, 2011 through February 28, 2014, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the CSD shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the CSD shall have the option to either cancel this Agreement with no further liability incurring to the CSD, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas CSD Code and the Plumas CSD Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ CSD INITIALS

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CONTRACTOR INITIALS _____

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terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), CSD shall not be liable for, and Contractor shall defend and indemnify CSD and its officers, agents, employees, and volunteers (collectively "CSD Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of CSD Parties. Contractor shall have no obligation, however, to defend or indemnify CSD Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CSD Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - c. Workers Compensation insurance in accordance with California state law.

If requested by CSD in writing, Contractor shall furnish a certificate of insurance satisfactory to CSD as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the CSD. CSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the CSD, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the CSD, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the CSD, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require

that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. Licenses and Permits. Contractor represents and warrants to CSD that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to CSD that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the CSD, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, CSD. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in CSD. It is understood by both Contractor and CSD that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the CSD.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of CSD relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the CSD, the CSD may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

CSD:

Walker Ranch Community Services District
555 Main Street
Quincy, CA 95971
Attention: Robert A. Perreault, Jr, Manager

Contractor:

Sierra Water Management, Inc.
231 Highwood Circle
Lake Almanor, CA 96137
Attention: David Durkin, Owner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the CSD or as part of any audit of the CSD for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the CSD or to the State Auditor upon the request of either the State Auditor or the CSD.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

CSD:

____ CSD INITIALS

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CONTRACTOR INITIALS _____

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Sierra Water Management, Inc.

By: _____

Name:

Title:

Date signed:

By: _____

Name:

Title:

Date signed:

Walker Ranch Community Services District, a
political subdivision of the State of California

By: _____

Name: Robert A. Perreault, Jr.

Title: Manager

Date signed:

APPROVED AS TO FORM:

R. Craig Settlemyre
Plumas CSD Counsel

GOVERNING BOARD:

Chairperson, Governing Board, Walker Ranch
Community Services District

Exhibit A

Scope of work

Domestic water- including but not limited to:

1. Record pump information into daily logs
2. Read water meters
3. Install water meters and meter setters
4. Exercising water valves
5. Flushing hydrants
6. Cleaning valve boxes
7. Flushing blow-off valves
8. Painting valve lids
9. Painting hydrants
10. Inspecting water tanks and grounds
11. Inspecting pumps and booster pumps
12. Pulling weeds and spraying weeds
13. Purchasing and installing turbine oil for pump
14. Inspecting pressure tank vessel
15. Inspecting pump house on Ridge
16. Annual reports
17. Consumer confidence report
18. Responding to customer complaints, comments or concerns
19. Inspection total system within WRCSD
20. Electrical inspections and maintenance of panels
21. Emergency repairs
22. Insuring positive pressure in water main at all times
23. Maintaining records
24. Monitor water sampling for water tests
25. Snow removal
26. Service generator and supply fuel
27. Paint pump houses inside and out as needed
28. Meeting with County or State officials for site inspection

Wastewater duties include but not limited to:

1. Record pump and meter reading daily
2. Septic tank inspections for all new installations
3. Adjust pump run times for recirculation, dosing and leach field tanks

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4. Exercise gate valve
5. Clanging pump vault screens in dosing and recirculation tanks
6. Inspect leach field and distribution system
7. Pull weeds in sand filter
8. Repair lateral lines in sand filter
9. Provide monthly reports regarding effluent system to the Regional Water Quality Control Board
10. Input monthly SSO reports to state
11. Perform emergency repairs to system as required
12. Respond to customer complaints, comments and concerns
13. Snow removal
14. Maintain records
15. Annual cleaning of all septic tank bio-tubes and inspection of pumps, floats and control panels for all commercial and residential customers in the CSD
16. Meeting with County or State officials for site inspection

Exhibit B

Fee Schedule

Operator	\$50.00 per hour
Assistant operator	\$35.00 per hour
Emergency repairs	\$75.00 per hour
Snow Removalwith tractor	\$100.00 per hour
Equipment- (tractor, backhoe, loader, etc)	\$100.00 per hour
Materials	cost plus 15% unless purchased on CSD account

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and JOHN D. STEFFANIC, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Plumas/Sierra County Fair & Event Center Manager.

Recitals: This Agreement is made with reference to the following facts and circumstances:

- A. COUNTY and CONTRACT EMPLOYEE have previously entered into a written "Agreement for Professional Services" dated April 7, 2009, (the "Prior Agreement") in which CONTRACT EMPLOYEE agreed to provide services to COUNTY as its Plumas/Sierra County Fair and & Event Center Manager.
- B. COUNTY has experienced substantial revenue decreased in Fiscal Year 2011-2012 that have caused the COUNTY to layoff some employees, propose reduction in compensation to represented employee groups, reduce or eliminate funding for selected programs, and draw down reserves in order to balance the COUNTY's budget.
- C. In particular, State of California Fairs and Expositions Office has terminated its ongoing funding for local fairs for FY Year 2011-2012 except for a closing payment of approximately \$125,000 to the Plumas/Sierra County Fair.
- D. Because of the reduced revenue to the Fair, COUNTY gave CONTRACT EMPLOYEE written terminating the Prior Agreement effective September 2, 2011.
- E. As of the effective date of the notice terminating the Prior Agreement, CONTRACT EMPLOYEE had accrued 206 hours of vacation time that would have been payable at the hourly rate of \$31.4057 had his employment ended at that time.
- F. Because of the reduced funding to the Plumas/Sierra County Fair, CONTRACT EMPLOYEE is willing to continue his employment but will accept less compensation for the same level of work.
- G. Because of these changes in funding, the parties desire to change the Prior Agreement as provided in this "Employment Agreement" (the "Agreement").

Now, therefore, the parties agree as follows:

1. NOTICE TERMINATING EMPLOYMENT RECINDED:

The parties agree that COUNTY's notice terminating the Prior Agreement is recinded. Effective September 6, 2011, the Prior Agreement is amended and restated in its entirety as provided in this Employment Agreement.

2. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas/Sierra County Fair & Event Center Manager, and other duties as may be assigned. A copy of the Plumas/Sierra County Fair & Event Center Manager's job description is set forth in Exhibit A, and incorporated herein by this reference.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas/Sierra County Fair & Event Center Manager for the County of Plumas, effective September 6, 2011, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may 'buy-out' any part of the 30-day notice period, by providing the equivalent of one months salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination, (2) the monetary equivalent of what County would have otherwise paid as employee's contribution towards CALPERS retirement (i.e., three percent (3%) of Contract Employee's Salary), and (3) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. At COUNTY's option, severance may be paid bi-weekly for the remainder of the notice period, or in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.

2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning October 23, 2011, CONTRACT EMPLOYEE shall be paid at the hourly rate of seventeen dollars and thirty-one cents (\$17.31) for Plumas/Sierra County Fair & Event Center Manager.

5. PERFORMANCE EVALUATION

The Board, County Administrative Officer and President of the County Fair Board shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change depending on the agreement that may be reached with Department Heads. Currently, CONTRACT EMPLOYEE's benefits shall include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual)
- b. Vacation accrual: (based on 10 days per year for 1st and 2nd year, thereafter according to County Personnel Rules) with credit given for years already employed with Plumas County. The 206 hours of accrued vacation time as of the Effective Date of this Agreement shall be paid at the rate in effect when such hours were accrued. Vacation accrued after the Effective Date of this Agreement shall be paid first and such payment shall be paid according to County Personnel Rules.
- c. PERS retirement: 2% at 55, highest one year, with the County paying all the employer share and all the employee-member's share. Provided however, that beginning October 23, 2011, or upon approval by CalPERS, whichever occurs later, COUNTY will pay three-sevenths (3/7ths) of the employee-member's share (CONTRACT EMPLOYEE shall pay the remaining four-sevenths (4/7ths) of the employee-member's share).

- d. 40-hours of administrative leave per year.
- e. Holidays: 13 paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: 5 days per incident for defined family members.

Provided, however, that beginning October 23, 2011, medical, dental, vision, life insurance, and wellness benefits are excluded.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time and sick leave as follows:

- 1) The 206 hours of accrued vacation time as of the Effective Date of this Agreement that remain unpaid at the time of separation from County employment shall be paid at the rate in effect when such hours were accrued.
- 2) All other vacation time and sick leave shall be paid off in accordance with County policy.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St. #302, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the CAO.

19. GENERAL PROVISIONS

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on September 6, 2011, (the "Effective Date") if approved by both parties.

COUNTY OF PLUMAS

CONTRACT EMPLOYEE

DATE: _____

DATE: _____

By: _____

By: _____

Lori Simpson
Chair, Board of Supervisors

John D. Steffanic

ATTEST: Nancy DaForno, Clerk of the Board

By: _____

APPROVED AS TO FORM:

By: _____

R. Craig Settlemire,
Plumas County Counsel

PLUMAS/SIERRA COUNTY
FAIR & EVENT CENTER MANAGER

DEFINITION

Under administrative direction, to plan, organize, direct, and manage the Plumas County Fair and year-round event center; to develop Fair programs in accordance with applicable rules and regulations of the Division of Fairs and Expositions of the State Department of Food and Agriculture; to promote, manage and develop rental of the Fairground facilities, while producing year round events and multi-use events; to perform special assignments as directed; to provide administrative support for the Board of Supervisors, the County Administrative Officer, and the County Fair Board; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is an at-will Department Head position with general responsibility for the development, maintenance, and management of sixty one (61) acres for the annual Plumas Sierra County Fair and year round multi-use event center. This position is unique in that the Manager will report to five County Board of Supervisors and Thirteen Fair Board member.

REPORTS TO

Board of Supervisors through the County Administrative Officer and the Fair Board.

CLASSIFICATIONS DIRECTLY SUPERVISED

Fair Fiscal Coordinator I, Fair Fiscal Coordinator II, Building & Grounds Supervisor I, Building & Grounds Supervisor II.

PLUMAS SIERRA COUNTY FAIR & EVENT CENTER MANAGER - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the Plumas County Fair and multi-use year round event center.
- Develops and recommends goals, objectives and policies for the Fair and year-round event center.
- Prepares and administers the Fair budgets recommended by the County Administrative Officer and approved by the Board of Supervisors.
- Ensures proper maintenance of fiscal and other records in accordance with the requirements of the State Department of Finance and County Auditor/Controller; cooperates with a variety of State, County, and local agencies
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules.
- Formulates local rules and regulations for exhibitors and the public
- Sell commercial exhibit space
- Prepares and administers bid processes for the carnival, vendors, and other contract services.
- Negotiates contracts and agreements for the grounds and facilities on a year-round basis.
- Arranges for special attractions and events.
- Plans and carries out the complete Fair program.
- Selects and contracts for judges.
- Arrange for adequate police, fire, first aid, and sanitary facilities.
- Arrange for and allocates space for fair exhibits and attractions.
- Promotes and advertises the Fair through a variety of media, including the press and radio.
- Participates in community activities and gives talks before agricultural, business, or civic groups.
- Promotes, manages and develops rental of the Fairground facilities on a year-round basis.
- Ensures proper maintenance and improvements of grounds and building facilities.
- Is the liaison between the Board of Supervisors and the Fair Board.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed both in office and outdoor environments; some exposure to dirt and dust; some working around moving vehicles; continuous contact with staff and the public.

PLUMAS SIERRA COUNTY FAIR & EVENT CENTER MANAGER – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods and problems of planning, presenting, and administering a County Fair and year round event center.
- California agriculture and Plumas County products.
- Pertinent State and Federal laws and regulations related to the operation of a County Fair and Fair facilities.
- State and County legislative process.
- Budget planning, development, and administration.
- Publicity and sales promotion methods.
- Building construction and maintenance methods.
- Principles of government administration, personnel management, and employee supervision, and training.

Ability to:

- Plan, organize, supervise, and administer the operations, presentation, and functions of the Plumas County Fair.
- Provide training and supervision for Fair staff.
- Formulate and implement County Fair publicity and promotion.
- Ensure proper development and maintenance of Fair fiscal and other records.
- Develop and administer the Fair budget.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the County Fair with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Ability to multitask and meet multiple demands.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Broad and extensive experience in Fair and exposition development, promotion, and administration, including at least two years in a management or supervisory position.

OR

Advanced educational training in business administration, public administration, or related field, and two years of experience in program development, administration, and promotion.

Special Requirements: Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350
Fax: (530) 283-6368

DATE: OCTOBER 17, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 1, 2011

RE: IMPLEMENTATION OF PROVISIONS OF ASSEMBLY BILL 118
RELATED TO THE ADMINISTRATION OF THE ADOPTIONS
PROGRAM AND SUPPLEMENTAL BUDGET REQUEST

It is Recommended that the Board of Supervisors

1. Approve a supplemental budget for the Department of Social Services, Dept. # 70590, Account 521900, Professional Services in the amount of \$95,952 as detailed in the enclosed Supplemental Budget Request.
2. Direct the Department of Social Services to return to the Board with a plan for securing and/or providing adoption services.

Background

The Board is already aware that as a part of the State's budget solution for the 2011-2012 fiscal year the Legislature adopted and Governor Brown signed Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) which realigns funding for a number of public safety and safety-related social services programs. The 2011 realignment of public safety programs is layered over (i.e. does not supplant or change) a prior realignment of funding responsibilities to counties enacted by the Legislature in 1991 (Chapter 89 of the Statutes of 1991).

Discussion

I. Supplemental Budget Request

For the purposes of Department of Social Services programs, AB 118 realigns funding for the following programs:

- Adoption Services
- Foster Care (FC)
- Child Welfare Services (CWS)
- Adult Protective Services (APS)
- Child Abuse Prevention Intervention and Treatment (CAPIT)

The implementation of AB 118 will require changes to the manner in which counties receive and account for funds associated with administration of the realigned programs. Significantly, counties will no longer receive advances of State General Fund dollars tied to a specific allocation of funds for the realigned programs. Instead the State Controller will disburse funds in accordance with a schedule of percentages. The schedule (percentage value) is different for each of the realigned programs.

The schedule (already published by the State Controller) represents each county's pro-rata share of the sales tax receipts that are estimated for each of the realigned programs. This means that cash flow for these programs will be subject to the volatility of sales tax receipts.

Among the programs that have been realigned to counties under AB 118 is the Adoptions Program. Previous to realignment, many of the small and medium sized counties secured adoption services for children who have been permanently removed from their homes through interagency services provided by State Adoptions Offices located throughout the state. For Plumas, services were obtained through the Chico Regional Office.

No funds were exchanged to secure the services of the Chico office. Instead, what would have been the Plumas allocation of Adoption Program funds was passed through directly to the Chico Regional Adoptions Office to perform this work. Now with realignment of the program, Plumas DSS will receive the funds directly through the distribution process described above. That is the matter which brings the Department to your Board today.

Because the realigned programs were not known to the Department at the time that the County budget was prepared, the Department of Social Services did not include funds for the administration of Adoptions in our budget request. On September 16, 2011 the State Department of Social Services released County Fiscal Letter (CFL) 11/12-18. (Because the letter is 68 pages in length we have excerpted and attached the pertinent portion of this letter for your Board's review).

The referenced letter indicates that the estimated amount of sales tax dollars available for the administration of the Adoptions Program is \$47,976. Because Adoptions Programs are eligible for Federal Financial Participation (FFP) additional Federal dollars will flow on a dollar for dollar basis. As a result, the total estimated funds available to operate this program are \$95,952. A supplemental budget request is enclosed with this report.

II. Future Plans for the Administration of the Adoptions Program

Realignment of the Adoptions Program creates challenges and opportunities for the Department of Social Services. The challenge arises from the fact that the Department has not administered this program in the past so there will be a need to develop a full understanding of the scope of services and work connected with administering the program. This process has already been initiated through several meetings that have taken place with State Adoptions personnel.

Once the complete scope of work and services is fully understood, the Department has a number of options available.

1. The Department could recommend to the Board that we perform the work ourselves.
2. The Department could, either on its own or in conjunction with one or more north state counties, contract with a community based or regional entity to perform adoptions work on our behalf. (Currently Mountain Circle Family Services conducts home studies for private adoptions and is a licensed Adoptions Agency).
3. The Department could contract with another county that already performs adoption services. (Shasta County already does adoptions work).
4. The Department could contract with the State Adoptions program.

Adoption home studies are typically performed by professional staff such as Masters Level Social Workers (MSW) or Marriage and Family Counselors (MFC). The agency that such staff works for must be a licensed Adoptions Agency. These requirements and other considerations make it unlikely that the Department would recommend doing the work ourselves.

Contracting with the State also seems unlikely because the State continues to experience its own issues with its ability to preserve continuity of programs. With that in mind, options 2 and 3 seem to be the most promising. The Department intends to continue exploring each of these potential options during the next few months. We expect to return to your Board after finishing our analysis with a recommendation regarding a contract. For now, the Department is requesting that your Board approve a contracting plan in concept.

Financial Impact

As is discussed above, an estimated total of \$95,952 is available to operate the Adoptions Program.

Copies: Human Services Department Heads
 Craig Settlemyre, County Counsel
 Honorable Ira Kaufman, Superior Court Judge
 Honorable Janet Hilde, Superior Court Judge
 Deborah Norrie, Court Executive Officer

Enclosures

1. County Fiscal Letter (CFL) 11/12-18 Excerpt Re: Adoptions
2. Supplemental Budget Request



CDSS

WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

September 16, 2011

COUNTY FISCAL LETTER (CFL) NO. 11/12-18

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY WELFARE FISCAL OFFICERS
ALL COUNTY PROBATION OFFICERS
ALL ADOPTIONS SUPERVISORS
BOARD OF SUPERVISORS
COUNTY CAPIT/CBCAP LIAISONS
CHILD ABUSE PREVENTION COUNCILS
THE CHANCELLOR'S OFFICE OF CALIFORNIA COMMUNITY
COLLEGES
THE CALIFORNIA COMMUNITY COLLEGES FOUNDATION
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES COMMUNITY
CARE LICENSING COUNTY LIASONS
CALIFORNIA STATE CARE PROVIDERS ASSOCIATION

SUBJECT: FISCAL YEAR (FY) 2011-12 REALIGNMENT 2011: THE PERCENTAGE
CALCULATION FOR THE PROGRAMS IMPACTED BY ASSEMBLY BILL
(AB) 118 (CHAPTER 40, STATUTES OF 2011) AND ABX1 16
(BLUMENFIELD)

With respect to the California Department of Social Services (CDSS), effective July 1, 2011, AB 118 realigns the funding for Adoption Services; Foster Care (FC); Child Welfare Services (CWS); Adult Protective Services (APS); and the Child Abuse Prevention, Intervention, and Treatment (CAPIT) program from the state to local governments and redirects specified tax revenues to fund this effort.

For California Work Opportunity and Responsibility to Kids (CalWORKs) assistance, AB 118 directs funds that otherwise would be deposited into the Mental Health subaccount under Chapter 89 of the Statutes of 1991 (1991-92 Realignment), to be deposited in the new CalWORKs Maintenance of Effort subaccount for counties to pay an increased contribution toward the CalWORKs assistance grants. Information on the CalWORKs assistance component of AB 118 will be provided in a subsequent CFL.

AB 118 establishes the Health and Human Services Account within the Local Revenue Fund 2011, which contains program subaccounts for CDSS and the Department of Alcohol and Drug Programs. Consistent with 1991-92 Realignment, the revenues will be deposited monthly into the new Local Revenue Fund 2011 from September 2011

through August 2012. This CFL provides information on subaccount distribution only for the programs administered by CDSS.

The implementation of AB 118 will result in changes to the allocations, cash advance, County Expense Claim (CEC), Assistance Claim (CA 800), and fund distribution processes. The CDSS will still remain the single state agency for the administration of the federal funds (FF). Further, the Department of Finance (DOF) is required to provide a county distribution schedule for each program's subaccount to the State Controller's Office, which is done in coordination with CDSS.

The distribution calculation for each subaccount (Sections A through G) reflects a county percentage rather than a dollar amount, as historically provided by CDSS for allocations. The calculation is based on each program's historical General Fund (GF) allocation methodology. For the assistance cost subaccounts, the distribution percentage for the non-waiver counties is based on each county's FY 2010-11 expenditures. For the waiver counties, the percentage is based on their FY 2011-12 distributions displayed in Attachment I on page 62.

In concurrence with the County Welfare Directors Association (CWDA), the claiming process for assistance and administrative costs of AB 118 programs largely will remain the same as in FY 2010-11, with some minor changes. Additionally, FF advances will continue in the same manner as historically provided. For the realigned programs, GF advances will no longer be issued effective with the September 2011 claim month. Any GF advancements issued by CDSS will be recovered from the Local Revenue Fund 2011 per Government Code Section 30025 (e), as amended by ABX1 16.

For the CEC process, counties will still be required to claim the costs expended for each of the realigned programs to the appropriate Program Codes (PC) which will allow CDSS to monitor the expenditures for reporting purposes and to continue calculating the Realignment 1991 Growth calculation. Effective with the September 2011 quarter claim, all costs will be covered by the county with realignment funding using the State-Use-Only (SUO) overmatch codes. This will be accomplished by setting the affected allocation's ledger to zero for the realigned program ledgers.

For the CA 800, counties will still be required to claim the costs expended for each of the realigned programs to the appropriate aid codes (AC) which will allow CDSS to monitor the expenditures for reporting purposes and to continue calculating the Realignment 1991 Growth calculation. The state share for the impacted AC will be re-titled to "County 2011" effective with the September 2011 claim. Upon receipt of the counties' completed CA 800 for the July 2011 and August 2011 periods, CDSS will adjust the reimbursement in accordance with AB 118 and provide the counties updated information.

The Title IV-E Child Welfare Waiver Demonstration Capped Allocation Project (CAP) was approved by the federal Department of Health and Human Services on March 31, 2006, and was implemented on July 1, 2007. For informational purposes only, Attachment I on page 62 includes the individual county distribution and details of the methodology for the counties participating in the Title IV-E Child Welfare Waiver Demonstration CAP.

Below is a list of CDSS subaccounts within the Health and Human Services Account. The methodology used to determine each county's percentage, the claiming instructions, program codes, and calculations are provided within each subaccount section of this CFL:

• Section A – Adoptions Subaccount.....	Page 4
• Section B – Adoption Assistance Program Subaccount	Page 8
• Section C – Adult Protective Services Program Subaccount.....	Page 10
• Section D – Child Abuse Prevention Subaccount.....	Page 12
• Section E – Child Welfare Services Subaccount.....	Page 14
• Section F – Foster Care Administration Subaccount.....	Page 54
• Section G – Foster Care Assistance Subaccount.	Page 60
• Attachment I – Title IV-E Waiver Information.....	Page 62

As CDSS transitions into Realignment during FY 2011-12, discussions with DOF, CWDA, and the California State Association of Counties (CSAC) will continue to further refine and implement subaccount distributions, claiming processes, and the requirements set forth in AB 118.

If you have any questions regarding this CFL please directed them to CDSSAB118@dss.ca.gov.

Sincerely,

Original Document Signed By:

FRAN MUELLER
Deputy Director
Administration Division

Section A – Adoptions Subaccount

The Adoptions Subaccount will be used to fund costs associated with providing adoption services, including agency adoptions, as described in statute and regulations, and adoption costs incurred by the county. Attachment A-1 on page 7 displays the county specific distribution included in this subaccount for the following programs:

Adoptions Basic

The Adoptions Basic reflects the costs associated with administering the Adoptions Program. The distribution for the Adoptions Basic was based on county specific unit cost calculations from FY 2001-02. These unit costs were multiplied by each county's performance agreement full-time equivalents to determine each county's individual distribution. In addition, the costs for the Adam Walsh Child Protection and Safety Act, Safe and Timely Interstate Placement of the Foster Care, and Resource Family Approval Pilot programs were included. The costs for these programs were distributed based on each county's percent of the total FY 2011-12 Adoptions Program Basic distribution.

The expenditures associated with the Adoptions Basic should be claimed on the CEC to PCs 117, 118, and 123. The federally funded components will be subject to the non-federal discount rate, via PC 118, that is calculated on the CEC. All GF expenditures associated with these codes will be transferred to county-only share via SUO code 191. The cost for non-recurring adoptions should be claimed on the CEC to PC 121. Historically, PC 121 is not part of a ledger. Therefore, the sharing ratios will be changed from 50 federal/50 state share to 50 federal/50 county share.

The P.L. 110-351 IV-E Adoptions Training includes a broader description of who can be trained using Title IV-E funds and provides for additional categories of trainees eligible to receive Title IV-E short-term training. P.L. 110-351 allows Federal Financial Participation for the costs of Title IV-E short-term training for relative guardians, state-licensed or state approved child welfare agencies providing services, staff members of abuse and neglect courts, agency attorneys, attorneys representing children or parents, guardians ad Litem, or other court-appointed special advocates representing children in proceedings of such courts. Administrative costs can be captured using PC 748, PL 110-351 IV-E Training Adoptions. The federally funded components will be subject to the non-federal discount rate, via PC 749, that is calculated on the CEC. All GF expenditures will be transferred to county-only share via SUO code 191.

Agency Adoptions

The Budget Act of 2011 included approximately \$12 million (\$6 million GF) in support of the agency adoptions program operated by CDSS. This amount funds the cost of social workers operating the program (salaries and benefits) and operating expenses for those staff within CDSS. AB 118 realigned the entire CDSS State Operations GF budget for the agency adoptions program of \$6 million GF to the counties and gives the 28 counties, who do not have a licensed public adoption agency, the option to contract directly with CDSS for these services. In order to include the Agency Adoptions in the percentage distribution for the Adoptions subaccount beginning with the September 2011 schedule, and based on discussions with CSAC, CWDA, DOF, and CDSS, it was agreed to distribute the \$6 million GF to these 28 counties based on a percent to total of share of open cases as of July 2011 within the CDSS District Offices that currently provide agency adoption services to these 28 counties. As implementation discussions continue to occur with regards to the transition of agency adoptions program workload, further refinements of the county specific distribution of these funds may be necessary.

Adoptions County Counsel (ACC) Program

The ACC reflects the costs of the parental rights termination proceedings for those counties that do not provide their own adoption services. The distribution of the costs for this program was based on a percent to total of each county's ACC expenditures for calendar year 2010.

The expenditures associated with ACC should be claimed on the CEC to PCs 567, and 568. All GF expenditures will be transferred to county-only share via SUO code 512.

Specialized Training for Adoptive Parents (STAP)

This distribution reflects the costs for special training and services to pre-adoptive/adoptive parents to facilitate the adoption of children who are Human Immunodeficiency Virus (HIV) positive or born to a substance-abusing mother. Funds were distributed in accordance with plans submitted by counties for FY 2002-03. The STAP program is funded by a federal, state, and county share consistent with the normal sharing ratio for child welfare services. The recruitment component is funded with 50 percent federal funds, and the training component is funded with 75 percent federal funds. The federally funded components (recruitment and training) will be subject to the non-federal discount rate that is obtained from the CEC. There is no federal share for the respite component as it is solely funded by county funds.

CFL No: 11/12-18

Page 6

The expenditures associated with STAP should be claimed to PC 005 (STAP - Case Management) and PC 006 (STAP - Respite Care). All GF expenditures will be transferred to county-only share via SUO code 050.

ATTACHMENT A-1

ADOPTIONS SUBACCOUNT DISTRIBUTION

COUNTIES	ADOPTIONS BASIC DISTRIBUTION	AGENCY ADOPTIONS DISTRIBUTION	ADOPTIONS COUNTY COUNSEL DISTRIBUTION	SPECIALIZED TRAINING FOR ADOPTIVE PARENTS	TOTAL ADOPTIONS DISTRIBUTION	SEPT 2011 ADOPTIONS % age DISTRIBUTION
ALAMEDA	\$1,859,445	\$0	\$0	\$0	\$1,859,445	3.29724176%
ALPINE	\$0	\$0	\$0	\$0	\$0	0.00000000%
AMADOR	\$0	\$50,975	\$0	\$0	\$50,975	0.09039090%
BUTTE	\$0	\$764,620	\$6,449	\$0	\$771,069	1.36729019%
CALAVERAS	\$0	\$152,924	\$0	\$0	\$152,924	0.27117091%
COLUSA	\$0	\$44,978	\$0	\$0	\$44,978	0.07975678%
CONTRA COSTA	\$1,721,975	\$0	\$0	\$0	\$1,721,975	3.05347449%
DEL NORTE	\$0	\$170,915	\$744	\$0	\$171,659	0.30439256%
EL DORADO	\$175,596	\$0	\$0	\$6,563	\$182,159	0.32301158%
FRESNO	\$792,087	\$0	\$0	\$0	\$792,087	1.40456014%
GLENN	\$0	\$143,929	\$0	\$0	\$143,929	0.25522062%
HUMBOLDT	\$0	\$614,695	\$326,425	\$0	\$941,120	1.66883138%
IMPERIAL	\$132,984	\$0	\$0	\$0	\$132,984	0.23581251%
INYO	\$0	\$0	\$0	\$0	\$0	0.00000000%
KERN	\$1,383,117	\$0	\$0	\$0	\$1,383,117	2.45259802%
KINGS	\$0	\$296,853	\$31,419	\$0	\$328,272	0.58210495%
LAKE	\$0	\$266,867	\$0	\$0	\$266,867	0.47321917%
LASSEN	\$0	\$35,982	\$0	\$0	\$35,982	0.06380471%
LOS ANGELES	\$17,163,748	\$0	\$0	\$0	\$17,163,748	30.43543994%
MADERA	\$0	\$230,885	\$0	\$0	\$230,885	0.40941446%
MARIN	\$278,848	\$0	\$0	\$0	\$278,848	0.49446435%
MARIPOSA	\$0	\$17,991	\$0	\$0	\$17,991	0.03190236%
MENDOCINO	\$0	\$320,841	\$16,658	\$51,333	\$388,832	0.68949235%
MERCED	\$324,067	\$0	\$0	\$0	\$324,067	0.57464848%
MODOC	\$0	\$8,996	\$0	\$0	\$8,996	0.01595206%
MONO	\$0	\$2,998	\$0	\$0	\$2,998	0.00531617%
MONTEREY	\$565,667	\$0	\$0	\$206,742	\$772,409	1.36966633%
NAPA	\$0	\$215,893	\$0	\$0	\$215,893	0.38283005%
NEVADA	\$0	\$146,927	\$0	\$0	\$146,927	0.26053679%
ORANGE	\$3,313,608	\$0	\$0	\$0	\$3,313,608	5.87582137%
PLACER	\$211,239	\$0	\$0	\$0	\$211,239	0.37457739%
PLUMAS	\$0	\$47,976	\$0	\$0	\$47,976	0.08507295%
RIVERSIDE	\$1,745,185	\$0	\$0	\$24,306	\$1,769,491	3.13773175%
SACRAMENTO	\$2,316,281	\$0	\$0	\$0	\$2,316,281	4.10732150%
SAN BENITO	\$0	\$44,978	\$0	\$0	\$44,978	0.07975678%
SAN BERNARDINO	\$2,746,706	\$0	\$0	\$0	\$2,746,706	4.87056822%
SAN DIEGO	\$4,138,051	\$0	\$0	\$0	\$4,138,051	7.33775646%
SAN FRANCISCO	\$1,675,130	\$0	\$0	\$23,800	\$1,698,930	3.01261018%
SAN JOAQUIN	\$1,506,323	\$0	\$0	\$0	\$1,506,323	2.67107180%
SAN LUIS OBISPO	\$728,837	\$0	\$0	\$30,275	\$759,112	1.34608756%
SAN MATEO	\$1,132,961	\$0	\$0	\$0	\$1,132,961	2.00901146%
SANTA BARBARA	\$290,965	\$0	\$0	\$0	\$290,965	0.51595070%
SANTA CLARA	\$2,151,203	\$0	\$0	\$55,888	\$2,207,091	3.91370146%
SANTA CRUZ	\$417,719	\$0	\$0	\$82,079	\$499,798	0.88626167%
SHASTA	\$424,235	\$0	\$0	\$49,968	\$474,203	0.84087560%
SIERRA	\$0	\$2,998	\$0	\$0	\$2,998	0.00531617%
SISKIYOU	\$0	\$182,909	\$644	\$0	\$183,553	0.32548347%
SOLANO	\$366,559	\$0	\$0	\$0	\$366,559	0.64999698%
SONOMA	\$0	\$743,631	\$621,585	\$0	\$1,365,216	2.42085526%
STANISLAUS	\$389,666	\$0	\$0	\$0	\$389,666	0.69097123%
SUTTER	\$0	\$287,857	\$0	\$0	\$287,857	0.51043947%
TEHAMA	\$0	\$302,850	\$0	\$0	\$302,850	0.53702565%
TRINITY	\$0	\$80,960	\$0	\$0	\$80,960	0.14356149%
TULARE	\$480,964	\$0	\$0	\$0	\$480,964	0.85286448%
TUOLUMNE	\$0	\$281,860	\$0	\$0	\$281,860	0.49980535%
VENTURA	\$378,834	\$0	\$0	\$0	\$378,834	0.67176350%
YOLO	\$0	\$398,802	\$8,036	\$0	\$406,838	0.72142131%
YUBA	\$0	\$176,910	\$40	\$0	\$176,950	0.31377478%
TOTAL	\$48,812,000	\$6,039,000	\$1,012,000	\$530,954	\$56,393,954	100.00000000%

*

Section B – Adoptions Assistance Subaccount

The Adoptions Assistance Program (AAP) Subaccount will be used to fund costs associated with payments to families adopting children with special needs. Attachment B-1 on page 9 displays the county specific distribution included in this subaccount.

The county specific distribution was based on each county's actual FY 2010-11 expenditures as reported on the audited CA 800 claim forms for aid codes 03 and 04.

ATTACHMENT B-1

ADOPTIONS ASSISTANCE PROGRAM (AAP) SUBACCOUNT

COUNTIES	AAP PAYMENTS DISTRIBUTION	SEPT 2011 AAP % age DISTRIBUTION
ALAMEDA	\$9,127,792	2.68702322%
ALPINE	\$14,991	0.00441302%
AMADOR	\$215,902	0.06355685%
BUTTE	\$2,647,430	0.77934575%
CALA VERAS	\$360,135	0.10601590%
COLUSA	\$135,484	0.03988354%
CONTRA COSTA	\$7,194,932	2.11803132%
DEL NORTE	\$875,678	0.25778054%
EL DORADO	\$1,235,377	0.36366809%
FRESNO	\$8,618,411	2.53707254%
GLENN	\$410,798	0.12092999%
HUMBOLDT	\$2,061,181	0.60676681%
IMPERIAL	\$689,280	0.20290902%
INYO	\$8,109	0.00238711%
KERN	\$11,776,828	3.46684174%
KINGS	\$939,428	0.27654715%
LAKE	\$907,093	0.26702843%
LASSEN	\$595,591	0.17532902%
LOS ANGELES	\$106,995,566	31.49716494%
MADERA	\$980,064	0.28850950%
MARIN	\$905,116	0.26644644%
MARIPOSA	\$231,464	0.06813796%
MENDOCINO	\$1,304,130	0.38390748%
MERCED	\$2,151,037	0.63321846%
MODOC	\$26,188	0.00770918%
MONO	\$1,747	0.00051428%
MONTEREY	\$3,183,719	0.93721755%
NAPA	\$609,821	0.17951802%
NEVADA	\$641,572	0.18886483%
ORANGE	\$19,825,683	5.83624940%
PLACER	\$2,182,652	0.64252522%
PLUMAS	\$185,233	0.05452856%
RIVERSIDE	\$18,756,875	5.52161559%
SACRAMENTO	\$24,765,322	7.29037156%
SAN BENITO	\$230,955	0.06798812%
SAN BERNARDINO	\$19,239,455	5.66367664%
SAN DIEGO	\$26,494,763	7.79948134%
SAN FRANCISCO	\$7,109,618	2.09291674%
SAN JOAQUIN	\$8,374,867	2.46537849%
SAN LUIS OBISPO	\$2,005,249	0.59030164%
SAN MATEO	\$2,134,199	0.62826172%
SANTA BARBARA	\$1,818,913	0.53544838%
SANTA CLARA	\$10,395,127	3.06009905%
SANTA CRUZ	\$2,319,796	0.68289743%
SHASTA	\$3,576,975	1.05298356%
SIERRA	\$9,936	0.00292494%
SISKIYOU	\$623,782	0.18362784%
SOLANO	\$1,827,152	0.53787377%
SONOMA	\$3,876,281	1.14109273%
STANISLAUS	\$3,482,385	1.02513832%
SUTTER	\$1,492,158	0.43925883%
TEHAMA	\$1,163,638	0.34254969%
TRINITY	\$183,972	0.05415735%
TULARE	\$4,501,674	1.32519481%
TUOLUMNE	\$876,518	0.25802781%
VENTURA	\$3,595,251	1.05836361%
YOLO	\$2,933,575	0.86358061%
YUBA	\$872,169	0.25674757%
TOTAL	\$339,699,037	100.00000000%

TRANSFER #
(AUDITOR'S USE ONLY)

1. The reason for this request is (check one): Approval Required

2. TRANSFER FROM:

TRANSFER TO:

3. Supplemental Budget
Department: **SOCIAL SERVICES** Fund #: **0013**

DEPT. #	ACCT. #	ACCOUNT NAME	AMOUNT
70590	521900	PROFESSIONAL SERVICES	\$95,952.00
		TOTAL	\$95,952.00

4. In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

a) **We are requesting this transfer in order for us to be able to contract out for Adoption Services.**

b)

c) **This transfer cannot be delayed as we must pay for these expenses in this fiscal year as these monies will not roll forward to the next fiscal year.**

d)

5. Approved by Signing Authority: _____ Date: **10/13/11**
(Account balances checked) Yes _____ Elliott Smart NO _____

6. _____ APPROVED _____ DISAPPROVED
_____ RECOMMENDED _____ NOT RECOMMENDED

CAO: _____ DATE: _____

7. BOARD APPROVAL DATE: _____ AGENDA ITEM #: _____
CLERK OF THE BOARD: _____

8. Entered by Auditor-Controller: _____
Date Approved: _____ Signature: _____

INSTRUCTIONS

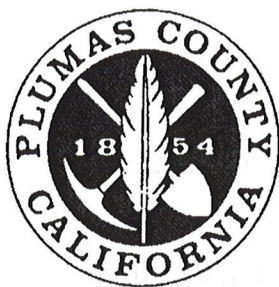
1. **ORIGINAL and 1 COPY of ALL transfers to Budget Officer/CAO.**
(Original kept by Auditor, copy returned to Department)

2. **Transfers that are going to be submitted to the Board for approval:**

A. **Must be signed by the Budget Officer/CAO.**

B. **Must have a copy of the Board Report attached when given to the Budget Officer/CAO for approval**

3. **This form is also used for Revenue Budget Transfers.**



OFFICE of the DISTRICT ATTORNEY
and PUBLIC ADMINISTRATOR

David Hollister, District Attorney

520 Main Street, Room 404

Quincy California 95971

(530) 283-6303 • Fax (530) 283-6340

4A

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: DAVID HOLLISTER, DISTRICT ATTORNEY

RE: Workers' Comp Insurance Fraud Grant

DATE: November 1, 2011

Recommendation:

Please approve the budget for the Workers Compensation Insurance Fraud (WCF) Grant recently awarded by the California Department of Insurance for \$6,000.

Background and Discussion:

In July of this year, the Board approved the Resolutions for two grant applications submitted to the California Department of Insurance (DOI): Workers' Compensation Fraud and Automobile Insurance Fraud. Only the Workers' Compensation Fraud grant has been awarded for \$6,000. The funding for these grants comes from insurance premiums, not the state general fund.

Although these two grants were formerly received by the District Attorney's Office from 1996-2005, there was little activity due to low levels of fraud detected. Since that time, the Department of Insurance Fraud Division has expanded their investigative resources to detect more insurance fraud. They will be working closely with the District Attorney's Investigators to refer suspected cases for local investigation. Since the Fraud Division now receives suspected referrals from insurance companies and the public, a more effective system has been developed and more prosecutions are anticipated.

The impact of unaddressed insurance fraud has the ability to hurt the local economy by drawing economic resources away from businesses, by increasing the costs of insurance for everyone and by demoralizing those people whose businesses and lives are affected. When resources available for legitimate economic activities are drawn away by fraud, employment levels suffer and the entire economy declines. In a small close-knit community such as this, the loss of jobs is keenly felt by merchants, other businesses and

schools. Government agencies providing assistance to the unemployed and underemployed have resources spread over more people and are less able to help such populations further impacting the local economy.

It is for these reasons that the District Attorney's Office applied for these two grants from the Department of Insurance and is making the commitment to direct investigative resources towards these critical problems. Although the Automobile Insurance Fraud grant was not awarded, resources existing in the District Attorney's Office will be applied to all suspected fraud cases referred by the DOI Fraud Division.

The only costs approved were for an FTE of only 0.02 or about forty-two hours per year of the Senior Investigator and for required training. No administrative costs were requested. If we successfully investigate insurance fraud over the next year, we can apply for additional investigative and administrative support in 2012-13 for both Workers' Compensation and Automobile Insurance Fraud.

	FTE	Payroll	Training	Total Award
Workers' Compensation Fraud	0.02	\$4,963	\$1,037	\$6,000

The training for Fraud Investigation has been developed by the California District Attorney's Association in conjunction with the Department of Insurance. It is focused on Insurance Fraud but other forms of fraud are also covered, which will enhance the District Attorney's ability to investigate and prosecute other fraud.

The resources for fraud investigation are being redirected from some other grant funding that has been eliminated so no supplanting of personnel is taking place.

The approved resolution passed by the Board and the award letter from DOI is attached. A copy of the application is on file with the Clerk of the Board. The original budget has been adjusted to agree with the amount awarded. Please approve the Supplemental Budget creating this program.

Both the Auditor and the Human Resources Director have been consulted and are in agreement with this request.

4c

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Office of the Auditor (hereinafter referred to as "County"), and MGT of America, Inc. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A—Contractor's proposals (SB-90 & A-87 Cost Plan services), attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall be Five Thousand Nine Hundred Twenty Five Dollars (\$5,925.00) for SB-90 Claim services and Seven Thousand Dollars (\$7,000.00) for A-87 Cost Plan services.
3. Term. The term of this agreement shall be from Oct 1, 2011 through June 30, 2012.
4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents,

employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
- c. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

20. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Shawn Montgomery

Contractor:

MGT of America, Inc.

PO Box 16399

Tallahassee, FL 32317

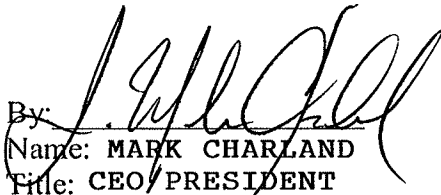
21. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
23. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit to the Agreement, the terms of the Agreement shall control.

[Continued on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CONTRACTOR:

MGT of America, Inc.

By: 
Name: MARK CHARLAND
Title: CEO/PRESIDENT

COUNTY:

County of Plumas, a political subdivision
of the State of California

By: _____
Name:
Title:

By: 
Name: MICHELLE SUAREZ
Title: CEO/ VP OF FINANCE

(Requires two signatures)

Approved as to form:

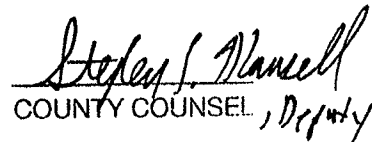
 10/6/11
COUNTY COUNSEL, Deputy

EXHIBIT A

Scope of Work

Pursuant to 2011 proposal, as attached, as submitted by Contractor

- ❖ Prepare all necessary department-wide ICRPs in accordance with Office of Management and Budget (OMB) A-87, if the resulting rate is above 10%.
- ❖ For claims only, review the eligible costs with the department, provide data collection forms, prepare claims, and review the claims for completeness, propriety, and eligibility of costs.
- ❖ Perform a quality assurance review of the County's SB 90 claims to ensure that the costs are supported by appropriate source documentation.
- ❖ Prepare claims and provide the completed claims and ICRPs to the County for review and signature at least three weeks prior to the claiming deadline.
- ❖ File the signed claims with the SCO prior to the deadline.

3. Project Coordination

MGT views the SB 90 process as a partnership between Plumas County and our firm. We will work closely with the Auditor-Controller to keep the County apprised of everything we are doing, but it will be MGT's responsibility to manage all aspects of project coordination. Some of the key aspects of this coordination include:

- ❖ Provide the County with a list of all eligible annual and new claims, as well as Claim Summary sheets and Data Collection forms in a timely manner.
- ❖ Work in concert with the Auditor-Controller to coordinate the County's overall claiming process.
- ❖ Encourage departments to ensure that all data needed to file eligible claims are gathered in a timely fashion.
- ❖ Ensure that all eligible claims are filed on time, and provide the County with written documentation showing which claims were filed and which claims were not filed, and why.

4. Data Collection

The three components of data collection related to this engagement includes: direct cost program data, indirect cost data, and supporting documentation.

❖ Direct Cost Program Data Collection

- ❑ Conduct individual meetings with departments to discuss all reimbursable mandated activities.
- ❑ Develop a schedule and plan for mining the necessary data to ensure claims are completed well before the claiming deadlines.
- ❑ Gather all required direct and cost data.

❖ Departmental Indirect Cost Data Collection

- ❑ Gather salary and benefit data from the Auditor-Controller staff or the individual departments for all required fiscal years.
- ❑ Gather information required to prepare OMB A-87 compliant ICRPs.

Phase 4 – Finalize Plan and Provide On-going Assistance

- ❖ After the Auditor-Controller and other key department personnel have approved the final cost allocation plan we will prepare supplemental schedules, management reports, compliance verbiage and certifications as necessary or requested.
- ❖ Provide cost plans in hard copy and electronic files usable by the County for distribution and analysis purposes.
- ❖ Submit the finalized plan to the State Controller by the approved/extended deadline.
- ❖ Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted. Based on our experience with both the State Controller's Office, we do not anticipate any audit issues.
- ❖ In the event of an audit, MGT will make all work papers available to those persons conducting the audit and shall additionally provide a maximum of two hours of consultations with the State and/or County.

PROPOSED COST

MGT's proposed fixed price fee for professional services described within this proposal is as follows.

C O S T A L L O C A T I O N P L A N & S B 9 0 S E R V I C E S		
\$7,000	\$5,925	\$12,925
FIXED FEE, BILLABLE ON MILESTONE ACHIEVEMENT		

MGT will invoice for services as follows:

SB 90 Claiming

- ❖ Annual claims 50% September 15th of each fiscal year, and 50% after February 15th.
- ❖ New claims 100% after the claims are submitted to the State Controller's office each fiscal year, including 2011-12, 2012-13 and 2013-14.

Cost Allocation Plan

- ❖ 60% upon submission of initial draft cost plan to County.
- ❖ 25% upon submission of cost plan to State Controller's Office.



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350
Fax: (530) 283-6368

DATE: OCTOBER 17, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR NOVEMBER 1, 2011, CONSENT
AGENDA

RE: RATIFICATION OF THE EXTENSION OF AN AGREEMENT WITH
THE NEVADA-SIERRA PUBLIC AUTHORITY FOR PROGRAM
INTEGRITY IN THE IHSS PROGRAM

It is Recommended that the Board of Supervisors

Ratify the extension of an agreement with the Nevada-Sierra Public Authority to provide elements of the program integrity initiative in the In-Home Supportive Services program.

Background and Discussion

On January 12, 2010 your Board approved an agreement with the Nevada-Sierra Public Authority to implement elements of the program integrity initiative in the IHSS program (see enclosed Board report and memorandum). On June 7, 2011 the agreement was extended for an additional 12 month period. The matter before your Board today is to ratify the extension.

Other Agency Involvement

County Counsel approved the extension.

Copy (memo only): DSS Managers

Enclosures



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

(530) 283-6350

Fax: (530) 283-6368

June 7, 2011

Copy: Betti
[Signature]

Ms. Ann Guerra, Executive Director
Nevada-Sierra Public Authority
466 Brunswick Road
Grass Valley, CA 95945

Dear Ms. ~~Guerra~~ ^{ANN},

This letter follows our telephone conversation of June 7, 2011 regarding the extension of the agreement with Nevada Sierra Public Authority for the elements of program integrity that were added to IHSS via ABX 44. You are already aware that on January 1, 2010, the Plumas County Board of Supervisors approved an interagency Memorandum of Understanding between the Department of Social Services and the Nevada-Sierra Public Authority to complete the specified elements of program integrity including criminal background checks, provider orientation sessions and obtaining the required provider agreements.

The agreement contains a clause that enables the Department and N-SPA to extend it for additional periods subject to an agreement between the parties regarding compensation. In our phone call, you advised me that N-SPA would be able to perform the work specified for the same compensation provided for FY 2010-2011.

With that in mind then, this letter constitutes our offer to extend the existing agreement for an additional twelve months from July 1, 2011 through June 30, 2012 at an agreed upon compensation amount of \$9,185. If this is acceptable, please sign in the space provided below and return this letter to my office.

We appreciate our strong partnership with N-SPA and look forward to the coming year.

SINCERELY,
PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, the Director of Social Services.

ELLIOTT SMART, DIRECTOR

Approved: A handwritten signature of Ann Guerra.
Ann Guerra

Date: June 9, 2011

Copy: DSS Management Staff

Approved as to form:

A handwritten signature of Stephen S. Marshall.
COUNTY COUNSEL, Deputy

8/9/11

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
NEVADA-SIERRA PUBLIC AUTHORITY**

ORIG: E.S.
COPIES: BEN
LESLIE
KAREN
DAVE
3-5-2010

WHEREAS, under an existing agreement between Plumas County (hereinafter "County") and the Nevada-Sierra Public Authority (hereinafter "N-SPA") the N-SPA provides services to the County connected with maintaining a provider registry for the In-Home Supportive Services program (hereinafter "IHSS"); and,

WHEREAS, Assembly Bill, Fourth Extraordinary Session (ABX4 4) (Chapter 4, Statutes of 2009), and ABX4 19 (Chapter 17, Statutes of 2009) mandates that current and prospective IHSS providers complete specified program integrity requirements including:

- ▲ Submitting fingerprints and completing a criminal background check
- ▲ Attending a provider orientation or reviewing provider orientation materials
- ▲ Signing a provider agreement stating they understand and agree to the rules of being an IHSS provider

AND, WHEREAS, N-SPA currently performs the above-listed activities for existing Registry providers and has the capacity, expertise and willingness to provide these services and implement the new requirements on behalf of the providers that must now complete these processes in accordance with the above-stated legislative requirements;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Parties.

The parties to this interagency Memorandum of Understanding are the Plumas County Department of Social Services (hereinafter PCDSS) and the Nevada-Sierra Public Authority (N-SPA).

II. Scope of Services.

A. N-SPA Agrees To:

- **Communicate with Providers**

In early 2010, the Public Authority will let all Providers who were entered into CMIPS prior to November 1, 2009 know how they can complete each step of new enrollment the process to continue as IHSS Providers.

- **Distribute enrollment materials to potential and current providers.**

Providers can pick up enrollment forms from the Public Authority office, or packets can be mailed.

The enrollment materials are included as "Attachment A".

- **Receive enrollment form SOC 426 and SOC 426A.**

The State requires that the SOC 426 and 462A must be delivered in person by the provider. The Public Authority will receive these forms.

- **Make Identification Copies**

The Public Authority will verify and copy state-approved identification.

- **Provide Live Scans for all Providers**

For a nominal fee which includes the Department of Justice fee as well as the transmission fee incurred by the Public Authority, staff will roll Provider fingerprints utilizing equipment belonging to the Public Authority. The cost is expected to be borne by the Provider unless other sources for funding are identified. Until such time as the Public Authority may acquire a second Live Scan device, Live Scans will be available on a schedule rotating throughout the Public Authority service area. Service to Plumas County outside of Quincy can be accomplished with access to DSL and a copy machine.

The Public Authority will also notify Providers of their option to have Live Scan done at the Sheriff's Office in Quincy.

- **.Receive, store and eventually destroy the results of the Live Scan in accordance with DOJ requirements.**

The Public Authority has applied for a Plumas County CORI number which allows results to be sent from the Department of justice to the Public Authority. The Public Authority complies with all Department of Justice requirements for receiving, storing, destroying and making appropriate result information available to IHSS staff.

- **Orient all providers using the state-developed materials.**

The Public Authority will provide regular viewings of the state-provided orientation video for all providers not enrolled in CMIPS prior to November 1, 2009. The SOC 846, which verifies that the orientation was completed and understood, will be signed by the Provider at the time of orientation. Public Authority staff will collect the SOC 826 forms.

The Public Authority will distribute orientation materials to existing Providers and collect signed SOC 826 forms from them.

- **Provide all enrollment documentation to Plumas County IHSS staff**

Public Authority staff will give to Plumas County IHSS staff the following documents for CMIPS entry and filing:

SOC 426 and 426a enrollment forms,
SOC 846 statement of orientation completion,
Copy of approved identification, and
Live Scan result identified as pass or fail.

B. PCDSS Agrees To:

- Compensate N-SPA in accordance with the terms specified in the Section below titled Compensation
- Refer prospective providers to N-SPA to complete the requirements necessary to be enrolled as a provider.

III. Non-Assignment of Agreement.

As this agreement provides for a specified set of services that PCDSS desires to be furnished by N-SPA none of the services specified in this agreement may be assigned to another entity or organization without the written authorization of PCDSS.

IV. Laws, Regulations and Policies.

It is understood that each of the Parties to this agreement operate under the authority of separate governing bodies and additionally are required to operate within the scope of their independent laws, regulations and policies. Nothing in this agreement is intended to impose any additional laws, regulations or policies on either party.

V. Financial Records

Each of the parties to this agreement shall be responsible for maintaining necessary financial records in accordance with the procedures and requirements specified by the laws and regulations the govern their operations. Nothing in this agreement shall operate to impose or require any additional requirements to those existing regulations and policies.

VI. Public Entities

Each of the parties to this agreement is a public entity and is subject to the rules and laws that govern public programs. Nothing in this agreement shall impose any

additional duties, requirements or obligations beyond those specifically described in Section II, Scope of Services.

VII. Term of Agreement

The term of this agreement shall be from the time the agreement is executed until December 31, 2010. The parties agree that due to the fact that this is a new program and budget estimates are based upon expectations and assumptions that may change during the first six months of the program, an initial extension may be considered July 1, 2010 based upon the need to revisit budget estimates compared to actual experience.

In any case, the agreement may be extended for additional periods of time at intervals not to exceed twelve calendar months subject to an agreement by the parties regarding compensation for the extension period and evidenced by a signed letter of extension executed by both of the parties.

VIII. Compensation

Compensation for the services to be provided under this agreement shall be limited to a maximum amount of \$28,547 as detailed in the attached budget (Attachment A).


Because start-up costs are anticipated, N-SPA may submit an invoice for start up costs upon the execution of the agreement. Following the initial invoice, N-SPA shall submit monthly invoices for the reimbursement of its actual costs in providing the specified services.

IX. Execution

This agreement constitutes the entire understanding between the parties respecting the subject matter within. In witness whereof, the agreement is executed as of the date of county execution as set forth below:

DATE: 2-3-2010

NEVADA-SIERRA PUBLIC AUTHORITY

By: 
Ann Guerra, Executive Director

DATE: 2-2-2010

COUNTY OF PLUMAS

By: 
Elliott Smart, Director
Department of Social Service

Approved as to Form: Approval Dated January 14, 2010 on File
James Reichle, County Counsel

Attachment A: Proposed Budget for 2010 Provider Enrollment

		First 6 months 75% staffing used
.175 FTE Registry Specialist	6,939.39	5,204.54
.15 FTE Registry Manager	12,504.41	9,378.31
Total Staffing (includes all employer costs)	19,443.80	14,582.85
Direct Operating Costs		
Office Equipment	425.00	425.00
Laptop Computer	1,200.00	1,200.00
Office supplies	500.00	300.00
Postage	250.00	200.00
Communication	1000.00	900.00
Travel/Vehicle costs	4,200.00	3,900.00
CMIPS start-up cost		
Total operating costs	7,075.00	6,925.00
Administrative overhead 12%	1,629.00	
Grand total	28,547.80	

The **Registry Specialist** is expected to spend most of her time in the first six months of 2010 assisting existing providers to complete the enrollment process. After July, it is expected that she will spend approximately 12 hours per week enrolling new providers

The **Registry Manager** will supervise the activities related to provider enrollment and serve as back-up to the Registry Specialist

Equipment for provider enrollment includes a portable copier and large monitor (for orientations).

Laptop computer for orientation w large screen, speakers

Office supplies include paper, envelopes, equipment caddy etc.

Postage for notifying providers of enrollment schedules etc.

Communication includes automated telephone calls and website updates

Travel - It is expected that staff will travel in all areas of Plumas County to enroll providers

CMIPS costs - assuming some IT costs for extending CMIPS access to PA staff.

Administrative overhead includes all indirect costs associated provider enrollment activities.

through the Department of Justice as a condition of enrollment as an IHSS provider. The law requires that the fingerprinting and criminal background checks be performed at the provider's expense.

Under the revisions to the W&I Code, new providers of IHSS services (existing providers have until July 1, 2010) cannot provide or be paid for services if, within the past ten years, that individual has been convicted of a crime involving fraud against a government health care program or has been convicted of a child abuse or elder abuse crime. Conviction of certain other crimes would also operate to disqualify a provider.

On October 31, 2009, the Department of Social Services received notification from the State that the new requirements were operative beginning November 1, 2009. The Department immediately notified the state that we would not be able to timely comply with the requirements given the absence of any advance notification, the need to process an application with the State Department of Justice to receive Criminal Offender Records Information (CORI) and the need to generate the necessary administrative mechanisms to actually accomplish the requirements (such as the interagency MOU that is before your Board today).

Following the notification of the new requirements, the Department of Social Services entered into negotiations with the Nevada-Sierra Public Authority. The Board is already aware that the Nevada-Sierra Public Authority has an existing agreement with Plumas County under which the N-SPA fulfills the County's obligation to designate an employer of record for the purposes of collective bargaining (and other administrative requirements) and for the purpose of operating a provider registry. With such agreements already in place, it makes administrative sense to extend the agreement to include the new mandates. Staff from the N-SPA readily agreed to the concept.

Negotiations have now been completed and the result is the proposed interagency MOU that is before your Board today. Under the proposed agreement, the N-SPA will be responsible for performing the following mandated activities:

- Informing prospective and existing providers about how to complete the enrollment process.
- Distributing and receiving enrollment forms and other informational items.
- Document identification materials received from providers.
- Provide and process fingerprints.
- Receive and file DOJ live scan results.
- Orient providers in accordance with state and county requirements.
- Provide the necessary enrollment forms to the Department once they have been processed and completed.

Because this is an ongoing program, the MOU contains language that permits it to be extended for additional periods subject to the availability of state and federal funds to support the activities and subject to renegotiation of the compensation terms.

Financial Impact

The Memorandum of Understanding provides for a twelve-month budget for the new state mandated activities and a total compensation amount not to exceed \$28,147. On October 29, 2009, the Department received the enclosed All County Fiscal Letter No. 09/10-33. This letter provides an augmentation to existing IHSS administrative allocations to include costs associated with the provider enrollment activities. As indicated within the letter, the total of new funds available to Plumas County is \$43,025. The agreed to compensation amount within the MOU is well within this amount. As is indicated in the allocation table, normal sharing ratios apply to the new funds. As budgeted, fifteen percent of the total dollars will fall to local Realignment funds with the other eighty-five percent falling to federal and state funds.

Because this activity is new and was not anticipated when the Department's County budget was approved, a supplemental budget will be necessary to fund the costs associated with the agreement for the six month period of January 1, 2010 through June 30, 2010. N-SPA has estimated these costs at \$21,508 for this period.

Copies: PCDSS Management Staff
Mimi Hall, Public Health Director
Ann Guerra, N-SPA

Enclosures (3)

1. Proposed Memorandum of Understanding
2. County Fiscal Letter No. 09/10-33
3. Supplemental Budget Request



4E

PLUMAS COUNTY PROBATION DEPARTMENT


SHARON L. REINERT

CHIEF PROBATION OFFICER

1446 E. Main St., Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: October 18, 2010

TO: Honorable Board of Supervisors

FROM: Sharon L. Reinert, CPO 

SUBJECT: Transfer of AB109 Training Allocation to Probation General Fund Travel-Out of County

Recommendation:

Approve the Journal Entry and Supplemental Budget Transfer in the amount of \$4205 from AB109 Training Allocation to reimburse Probation's General Fund, Travel-Out of County.

Background:

The total allocation amount awarded by the State to Plumas County for AB109 Training 2011/2012 is \$10,850. The County has already received and deposited this funding.

Revenue in the amount of \$4205 is being moved from the Auditor's AB109 Department 20895, Account 44079 to Probation Department 20400, Account 44079 for expenditures incurred by the Probation Department for training on AB109 plan development, implementation, and sustainability.

Also in front of the Board for their approval is a Supplemental Budget to move the \$4205 from Probation's 20400, 44079 Account to Probation 527500 to reimburse the General Fund for this AB109 training.

The Community Corrections Partnership Executive Committee voted to approve Probation's reimbursement for training expenses request at the meeting held on October 6, 2011, meeting minutes and state allocation projection attached.

Plumas County Community Corrections Partnership

EXECUTIVE COMMITTEE

Sharon Reinert, Chief Probation Officer-Chair
Judge Ira Kaufman
David Hollister, District Attorney
Greg Hagwood, Sheriff
Mimi Hall, Alcohol & Drug Administrator
Douglas Prouty, Public Defender

MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee
On October 6, 2011, Mineral Building, Plumas-Sierra Fairgrounds, Quincy, California.

AGENDA

12:10 p.m. Call to Order/Roll Call

Roll call.

Executive Members present: Sharon Reinert, David Hollister, Greg Hagwood, Doug Prouty.

Not present: Ira Kaufman, Mimi Hall

In attendance, Monica Richardson, Secretary of the Committee.

Additions to or deletions from the agenda: Approval of minutes.

Approval of minutes.

Motion made by Doug Prouty to approve the minutes from September 22, 2011 meeting as printed, second by Greg Hagwood; All in favor, none opposed; Motion Carried.

Motion made by Greg Hagwood to approve the minutes from September 27, 2011 meeting as printed, second by Doug Prouty; All in favor, none opposed; Motion Carried.

III. AB109 Implementation Plan Adoption.

Motion made by David Hollister for form a sub-committee consisting of Mike McLeod, David Hollister, Sharon Reinert, Doug Prouty, and Johanna Oliver, to review, amend, and modify the Implementation Plan for presentation to the Executive Committee. Second by Doug Prouty. All in favor, none opposed; Motion Carried.

IV. Planning Budget Adoption.

Motion made by Doug Prouty to develop a sub-committee consisting of Monica Richardson, Barbara Palmerton, and Roni Towery, to formulate an initial budget plan for the Executive Committee's consideration.

David Hollister made a motion that no expenditures from AB109 funds should be expended without prior Executive Committee authorization and approval. Second by Greg Hagwood; All in favor, none opposed; Motion Carried.

Doug Prouty made a motion to approve Probation's training expense reimbursement in the amount of \$4,205.00 from the AB109 Training funds allocation. Second made by Dave Hollister; All in favor, none opposed; Motion Carried.

PUBLIC COMMENT

Mr. Prouty and Mr. Hollister would like assurances that certain expenditures are allowable under the AB109 fund streams and that we accurately track expenses to avoid exceeding the allocations.

Mr. Prouty requested that the Planning Committee sub-committee members email addresses be forwarded to him (Monica).

DEPARTMENT OF PUBLIC WORKS

1834 EAST MAIN STREET, QUINCY, CA 95971-9795 PHONE (530) 283-6268 FAX (530) 283-6323



ROBERT A. PERREAULT Jr.
Director of Public Works

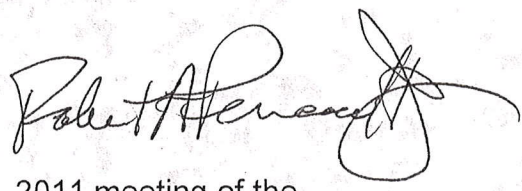
ASST. DIRECTOR

JOE BLACKWELL
DEPUTY DIRECTOR

CONSENT AGENDA REQUEST

October 24, 2011

To: Honorable Board of Supervisors

From: Robert Perreault, Jr., Director of Public Works 

Re: Consent Agenda Request for the November 1, 2011 meeting of the Plumas County Board of Supervisors.

Request Exemption from the 60-day Limit for Extra Help.

Recommendation:

To approve an exemption to allow the Road Department to utilize Extra Help – Snow Removal for the upcoming winter season.

Background:

The Road Department hires extra help for snow removal each winter to assist with county wide snow removal and sanding. Our typical winter season runs longer than the standard approved amount of 60 days. In order to maintain the best level of service the department is requesting an exemption from the 60 day limit for extra help snow removal.

The department's current budget has adequate appropriations to cover the cost for extra help as requested.



Keith Mahan
Agricultural Commissioner
Sealer of Weights & Measures
keithmahan@countyofplumas.com

Plumas-Sierra Counties

Department of Agriculture

Agriculture Commissioner
Sealer of Weights and Measures



208 Fairgrounds Road
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MEMORANDUM

Date: October 25, 2011
To: Honorable Board of Supervisors
From: Keith Mahan, Agricultural Commissioner/
Sealer of Weights & Measures
Subject: Award Bid for Chassis Cab Truck with Flatbed

It is recommended that the Board:

Award Corning Ford as the successful bidder on the Chassis Cab Truck with Flatbed. It is also requested that the Board grant Agricultural Commissioner Keith Mahan the authority to sign the award letter and the contract agreement with Corning Ford.

Background and Discussion:

This truck is for use by the County Department of Agriculture in the noxious weed program and will be paid for by the Plumas National Forest RAC grant contract # 09-DG-11051150-051 with no cost to the County.

Bid Summary:

---Only two (2) bids were submitted.---

Corning Ford: Corning, CA	Specs were met	Bid: \$44,571.13
Towne Ford: Redwood City, CA	Specs were met	Bid: \$47,325.00

Bid Evaluation Method:

Selection of the lowest bid meeting the specs.