



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING OF

JANUARY 11, 2022 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

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting.

Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

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

PLEDGE OF ALLEGIANCE

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.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion
2. **DISASTER RECOVERY OPERATIONS/ OES** -Gabriel Hydrick / Pam
Report and update Dixie Fire Recovery efforts; receive report and discussion

3. 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. BEHAVIORAL HEALTH

- 1) Approve and authorize the Director of Behavioral Health to sign Memorandum of Understanding between Plumas County Behavioral Health and California Department of State Hospitals, allowing Plumas County to continue to place individuals in the DSH system; approved as to form by County Counsel [View item](#)
- 2) Approve and authorize the Chair to sign 3 year term agreement between Plumas County and Kings View Corporation, for Electronic Health Record Information System and all Pay Source Billing Services; approved as to form by County Counsel [View Item](#)

B. ELECTIONS – Marcy DeMartile

Adopt **Resolution** authorizing the Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2022 [View Item](#)

C. FACILITY SERVICES

Authorize Facility Services to waive rental fee for the use of the Quincy Courthouse by the Quincy Chamber of Commerce on February 5, 2022 for Groundhog Fever Festival from 1:00 PM to 5:00 PM [View Item](#)

4. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY – Greg Ellingson

Request approval of emergency payment for Crowdstrike Endpoint Detection & Response (EDR), to replace McAfee anti-malware/ antivirus tool for all endpoints and County Network; discuss package Option's 1, and 2; discussion and possible action [View Item](#)

B. PUBLIC HEALTH – Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Management Analyst I/ II position; vacancy due to retirement; discussion and possible action [View Item](#)
- 2) Authorize the Director of Public Health to recruit and fill, funded and allocated 1.0 FTE Health Education Coordinator , Health Education Specialist, or Community Outreach Coordinator; vacancy due to resignation; discussion and possible action [View Item](#)

C. COUNTY ADMINISTRATOR – Gabriel Hydrick

Adopt **RESOLUTION** approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3)NOFA Dated December 18, 2020; discussion and possible action [Roll call vote](#) [View Item](#)

5. **BOARD OF SUPERVISORS**

- A. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on March 8, 2022
[View Item](#)
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee performance evaluation – Willo Vieira, Agricultural Commissioner – Sealer of Weights and Measures
- B. Personnel: Public Employee performance evaluation – Director of Public Health
- C. Public employee appointment – Director of Facilities Services & Airports
- D. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (4 Cases)
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- H. No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.
- I. Conference with Legal Counsel; Claim against the County filed by Hannah Isbill on December 16, 2021
- J. Conference with Legal Counsel; Existing litigation – Roxanne Jeskey v. County of Plumas Superior Court, Case No. CV20-000173, pursuant to subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

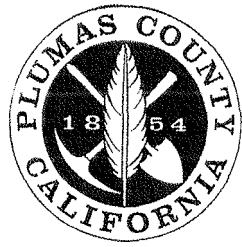
ADJOURNMENT

Adjourn meeting to Tuesday, January 18, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Director Tony Hobson, Ph.D.



DATE: January 11, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director

SUBJECT: Agenda Request

RECOMMENDATION

1. Authorize Behavioral Health Director to sign a Memorandum of Understanding with California Department of State Hospitals.
2. It is respectfully requested Board of Supervisors approve and authorize the board chair to sign a 3-year \$435,000.00 Agreement with Kings View Corporation.

Background and Discussion

1. This Memorandum of Understanding is a multi-party agreement between California Mental Health Services Authority, CalMHSA, Plumas County, and the Department of State Hospitals. This agreement allows Plumas County the opportunity to continue to place individuals in the DSH system.
2. Kings View Corporation for a three-year term will continue to provide support and services for the Anasazi electronic health record systems computer program and migration to a future EHRS. Kings View also provides monthly Medi-Cal billing, Health Information Analytics, Dashboards, State reporting of California Outcomes and Measurement Systems, Client and Service Information, Child and Adolescent Needs and Strengths (CANS), Cost reporting services and Revenue & Expenditure reports. Kings View provides HIPAA compliant programs already installed into computer / network equipment for purchase.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.

ADMINISTRATIVE SERVICES DIVISION

1215 O Street, Suite 670
Sacramento, CA 95814



Purchase of State Hospital Beds

Memorandum of Understanding

**California Department of State Hospitals
and**

**The California Mental Health Services Authority (CalMHSA) and
Participating Counties**

I. RECITALS

- A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1. "MOU" shall be deemed to include Exhibits 1-4, attached hereto.
- B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100, including non-DSH treatment facilities contracted with DSH pursuant to Welfare and Institutions Code, section 4361 (hereafter collectively "Hospitals"), excluding community-based restoration of competency services that are operated by the County. All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A description of services provided by the DSH shall be included in Exhibit 2.
- C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.
- D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 (Joint Exercise of Powers Act) of counties and cities with mental health programs. CalMHSA was requested by its members to negotiate a joint agreement with DSH and serve as liaison agency for matters of compliance with terms and conditions.
- E. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent,

between the parties or any of their agents or employees. Notwithstanding the independence of the parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

II. TERMS AND CONDITIONS

- A. The term of this MOU is July 1, 2021 through June 30, 2022 ("FY 2021-22").
- B. County Referred Patient ("Patient")
 1. The County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, "County Director") shall screen, determine the appropriateness of, and authorize all referrals for admission of Patients to the Hospital. The County Director shall, at the time of admission, provide admission authorization and identify the preferred Hospital and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. However, the Hospital's Medical Director or designee shall make the determination of the appropriateness of a Patient for admission to the preferred Hospital and assign the Patient to the appropriate level of care and treatment unit.
 2. If the Hospital Medical Director's, or their designee's, assessment determines the Patient shall not be admitted to the preferred Hospital, the preferred Hospital will notify the County Director and the DSH – Sacramento Patient Management Unit (PMU) for review and consideration of placement within an alternative appropriate DSH Hospital.
 3. The County Director shall name a point-of-contact and provide assistance to the Hospital treatment staff in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and engaging in collaborative discharge planning with the other party to ensure the patient's treatment needs are met.
- C. Description of Provided Hospital Services
 1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:
 2. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate

buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

3. **Intermediate Care Facility (ICF)** Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.
4. **Skilled Nursing Facility (SNF)** Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.
5. Provided the LPS Patient is admitted to a facility under the jurisdiction of DSH, DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County for LPS services, and Welfare and Institutions Code Section 5008, subdivision (h)(1)(B) (Murphy Conservatorships). A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.
6. The DSH and the County shall provide or cause to be provided, expert witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.
7. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates the transfer. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled "Statement of Annual Bed Rates and County Estimated Bed Need," include reimbursement for transportation that is the responsibility of DSH.
8. Hospitals shall be culturally-competent (including sign-language) in staff and resources to meet the needs of Patients treated pursuant to this MOU.
9. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.

D. Admission and Discharge Procedures

1. Hospital admissions, intra-hospital transfers, inter-hospital transfers, referrals to outside medical care, and discharges shall be in accordance with the admission and discharge criteria established by court order, statute, or DSH. A complete admission package must be submitted by the County with the referral, including all assessments available, as referenced in Section F of the MOU.

2. Denial of admission may be based on a Patient's failure to meet admission criteria, insufficient pre-admission information supplied pursuant to Section F of this MOU, the Hospital's lack of bed capacity, or based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. All denials of admission shall be in writing with an explanation for the denial. A denial of admission may be appealed as provided in the next paragraph.
3. Appeal Process for Admissions. When agreement cannot be reached between the County staff and the Hospital admitting staff regarding the admission of a Patient, the following appeal process shall be followed; the case may be referred to the Hospital Medical Director and the County Director within five (5) business days. Such appeals may be made by telephone, and shall be followed up in writing; email being an acceptable option. If the Hospital Medical Director and the County Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director within five (5) business days. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation within five (5) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director, or designee, and Executive Director and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.
4. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge, unless mutually agreed upon by both DSH and the County Director, conservator and/or Public Guardian upon admission. The Hospital shall discharge a Patient at the County's request, and only in accordance with the approved discharge plan except: (1) if at the time the discharge is to occur, the Hospital's Medical Director, or designee, determines that the Patient's condition and the circumstances of the discharge would pose an imminent danger to the safety of the Patient or others; or, (2) when a duly appointed conservator refuses to approve the Patient's discharge or placement based on a clinical assessment by a licensed medical doctor. A denial of discharge may be appealed as provided the next paragraph.
5. The Parties agree to develop a process for elevating and discussing LPS Patients for which DSH has provided notice to the County Director are clinically eligible for discharge but have not discharged in a reasonable amount of time. Process will be implemented for future fiscal years.

E. Bed Type Transfers

1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the

Hospital's treatment team and the County (except when the urgency of the Patient's situation precludes such consultation) a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director within forty-eight (48) hours of any urgent transfer. The County may initiate a treatment team discussion with the attending Hospital clinician at any time County feels that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the County Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.
3. **Bed Types Appeals.** When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff determines that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation within two (2) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, or designee, The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

F. Pre-Admission Requirements

1. The County shall, prior to admission, provide the Hospital with the complete medical records on file, the Short-Doyle Authorization Form, and all applicable court commitment orders for each Patient. The County shall identify an initial projected length of stay which the Hospital shall address in Patient's treatment plan and discharge plan.

G. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient's care.
2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team member to function as the primary contact for the County case manager or the case management team.
4. The County Director may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business-days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.
5. When an agreement cannot be reached between the County and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee and County Director or designee shall confer for a resolution. If a resolution cannot be achieved, the issue will be elevated to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation. The DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation will review the case and shall make every effort to resolve the issue. If a resolution is not achieved, the County may direct the Hospital to discharge the Patient. In such an event, the DSH response will be handled in accordance with Section II, Admission and Discharge Procedures (D).

H. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

I. Bed Usage and Availability

1. It is acknowledged by all parties to this MOU that prior MOUs, incorporated herein by reference, including annual renewals, included an agreement to limit referrals for civil commitment by all Counties, pursuant to the LPS Act, which included Murphy Conservatorships, to a maximum total of 556 beds at any one point in time. It is further acknowledged that exceeding this maximum total beds limits DSH's ability to admit new LPS Patients to beds, and persons committed to DSH pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.
2. CalMHSA/DSH shall make best efforts to develop a bed management protocol by July 1, 2022, for the purpose of aligning the number of beds allocated to LPS patients to the current maximum threshold of 556. This management protocol shall include, but not be limited to, DSH and Counties providing current data on the patient population for each County, including data for those counties which contract directly with DSH, and the number of Murphy Conservatorship(s), CalMHSA providing an allocation formula regarding how

the 556 beds will be distributed among the various counties, DSH re-identifying which LPS Patients are capable of discharge to a less restrictive levels of care, and County and CalMHSAs mutual identification of alternative placement options for said qualifying LPS Patients, including a placement and/or final discharge target date. This management and utilization protocol shall also identify a plan to reduce the counties bed usage to 556 and describe how DSH and the counties will ensure that counties do not exceed the 556 beds in the future.

3. If DSH intends to change LPS bed rates, the following procedure shall apply:

- a. No later than May 1, of each fiscal year, DSH shall provide CalMHSAs, or counties not represented by CalMHSAs, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year.
- b. After DSH's preliminary cost utilization notice, the County shall notify DSH, through CalMHSAs, if represented by CalMHSAs, by July 1 of each year, of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.
- c. No later than November 1, of each fiscal year, DSH shall provide CalMHSAs, or counties not represented by CalMHSAs, with a final LPS bed rate cost utilization notice applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.
- d. By January 1, of each fiscal year, CalMHSAs, or counties not represented by CalMHSAs, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning July 1 of that year. For example, if CalMHSAs provides written notification on the number and type(s) of LPS beds to DSH on December 1, 2021, said notice will be for the fiscal year beginning July 1, 2022.
- e. DSH shall provide a mechanism for memorializing a formal agreement between CalMHSAs, or counties not represented by CalMHSAs, no later than June 15, or fifteen (15) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for, not to exceed the County allocations and the total allocation of 556 beds.
- f. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.

4. The County is required to execute Exhibit 1 of this MOU in order to obtain LPS beds. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4), within 120 days of submitting any application for admission of a Patient from the County.
5. Patients under the care of the DSH, referred to outside medical facilities, will remain the responsibility of the DSH unless the County initiates discharge. Upon a County-initiated discharge, the Patient and all costs become the

responsibility of the County, during all offsite leave, Counties will continue to be charged at the daily bed rate. For all offsite leave of greater than 30 days, the DSH and the County may, at the request of either party, discuss appropriate care options for Patients.

J. Bed Payment

1. The current bed rates, historical bed usage and current estimated bed usage are reflected in Exhibit 3.

This MOU involves a minimum commitment of zero beds for any particular County. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

2. Development of ICF, APH and SNF Rates for FY 2022-2023 – The parties to this MOU acknowledge that on March 15, 2021, and as required by Welfare and Institutions Code, section 4331, subdivision (b), and Section II (I)(3) of this MOU, DSH disclosed its intent to begin negotiations with CalMHSA and Counties regarding a proposed increase to ICF, acute care APH and SNF bed rates. The proposed new ICF, APH and SNF bed rates would have an effective date of July 1, 2022. The parties are continuing to work collaboratively on the corresponding methodology and data that would justify the proposed bed rate increases. Prior to July 1, 2022, the current bed rates will remain in effect. DSH represents that the current ICF and APH bed rate reflects a blended Acute and ICF rate based on the prior year's established bed rates. DSH will review rates on an annual basis, based on actual expenditures at Hospitals that serve LPS patients.
3. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C)(1-6, 8-9) by the DSH. These rates may not represent the total claimable amount for services provided to the Patient. Patient will be responsible for any costs exceeding the bed rates described in this MOU.

K. Utilization Review – Hospital Operations

1. The Hospitals shall have ongoing utilization review activities which shall address the appropriateness of Hospital admissions and discharges, clinical treatment, length of stay and allocation of Hospital resources, to most effectively and efficiently meet the Patient's care needs. Such utilization reviews shall be at a minimum of one time per year and include the County's participation. The DSH will provide written results of the utilization review, if available.
2. The County shall take part in the utilization review activities.

L. Records

1. Patient Records

- a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.
- b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.
- c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.
- d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

2. Financial Records

- a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to County LPS Patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be

documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

- a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

M. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.
2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

N. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

Department of State Hospitals

- a. Billing and general MOU provisions:

Christian Jones, Associate Governmental Program Analyst
trustoffice@dsh.ca.gov
(916) 651-8727

- b. Patient Placement and Appeals coordination:

Lydia Smith, Chief – Patient Management Unit

Lydia.smith@dsh.ca.gov

(916) 562-2537

CalMHSA

Michael Helmick, Senior Program Manager

michael.helmick@calmhsa.org

(279) 234-0712

The County has designated the following as its MOU coordinator:

Name: _____

E-mail: _____

Phone: _____

1. The Hospitals shall notify the County by telephone (with subsequent written confirmation), encrypted email or FAX, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.
2. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

III. SPECIAL PROVISIONS

- A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.
- B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, the parties may negotiate modifications to the terms of this MOU.
- C. Mutual Indemnification
 1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the

extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-4. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-4, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-4 may be amended or modified only by a written amendment signed by the parties.

Amie Miller, Executive Director
CalMHSA

Date

Paul Bernal, Chief
Procurement and Contract Services Section
Department of State Hospitals

Date

EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

Signature

Name _____ Title _____

County of _____

Date

EXHIBIT 2

LPS SERVICES SUMMARY

Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

Additional Treatment Services

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

EXHIBIT 3

**COUNTY
STATEMENT OF ANNUAL BED RATES
AND
COUNTY-ESTIMATED BED NEED
July 1, 2021 through June 30, 2022**

1. STATE HOSPITAL BED RATE FOR FY 2021-22

Acute	\$626
Intermediate Care Facility (ICF)	\$626
Skilled Nursing Facility (SNF)	\$775

2. BED USAGE BY ACUITY (IN BED DAYS)

	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	*FY 2021/22	Acuity Totals
Acute	91,479	98,617	117,699	139,007	146,762	136,861	141,812	872,237
ICF	111,235	111,382	109,095	97,594	98,697	105,818	102,258	736,079
SNF	18,413	19,546	19,132	16,178	17,535	17,971	17,753	126,528
FY Totals	221,127	229,545	245,926	252,779	262,994	260,650	261,823	1,734,844

*Totals are an estimate based on the average of FY 2019-2020 and 2020-2021.

EXHIBIT 4

Purchase Agreement of State Hospital Beds

Fiscal Year 2021-22

California Department of State Hospitals

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Year (FY) 2021-22/Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the FY 2021-22/MOU. The County will also abide by the same remunerative and legal policies contained within the FY 2021-22/MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

Plumas

County

Tony Hobson Ph.D.

County Director or Director designee – print

County Director or Director designee – sign/date

Paul Bernal, SSM II, DSH

Paul Bernal, Procurement and Contract Services Section – print

Paul Bernal, Procurement and Contract Services Section – sign/date

Approved as to form:



12/21/2021

Gretchen Stuhr
Plumas County Counsel

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045

Director Tony Hobson, Ph.D.



DATE: January 11, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director

SUBJECT: Agenda Request

RECOMMENDATION

1. Authorize Behavioral Health Director to sign a Memorandum of Understanding with California Department of State Hospitals.
2. It is respectfully requested Board of Supervisors approve and authorize the board chair to sign a 3-year \$435,000.00 Agreement with Kings View Corporation.

Background and Discussion

1. This Memorandum of Understanding is a multi-party agreement between California Mental Health Services Authority, CalMHSA, Plumas County, and the Department of State Hospitals. This agreement allows Plumas County the opportunity to continue to place individuals in the DSH system.
2. Kings View Corporation for a three-year term will continue to provide support and services for the Anasazi electronic health record systems computer program and migration to a future EHRS. Kings View also provides monthly Medi-Cal billing, Health Information Analytics, Dashboards, State reporting of California Outcomes and Measurement Systems, Client and Service Information, Child and Adolescent Needs and Strengths (CANS), Cost reporting services and Revenue & Expenditure reports. Kings View provides HIPAA compliant programs already installed into computer / network equipment for purchase.

**No county general funds are used for any of the above programs and staffing.
County Counsel has reviewed and approved all above agreements.**

Agreement between Plumas County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR", and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

- A. CONTRACTOR is a California for-profit corporation and provides computerized management information support and services for COUNTY'S Cerner Community Behavioral Health Electronic Health Record System – EHRS and Cerner Integrated - EHRS, other management consulting services and assistance with billing of all pay sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for three (3) years from July 1, 2021 through June 30, 2024 unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement.

The compounded term of the Agreement shall not exceed three (3) years. Renewal costs for CONTRACTOR and EHRS Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract 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 contract and Contractor shall not be obligated to perform any further services under this contract. 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 contract 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.
3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit A Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement shall increase by 3% over the prior fiscal year as outlined in Exhibit A.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$5,000 annually.

CONTRACTOR will provide COUNTY with documentation from Vendor Software companies supporting amounts outlined in Exhibits B through E not to exceed max annual amounts. Any increases from vendors will be documented and approved via addendum to contract.

4. **INSURANCE.**
 - a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as

may be required by 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. 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. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:

- i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
- ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
- iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
- iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.
- v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII.

b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.

5. **RESPONSIBILITIES OF COUNTY**. During the term of this Agreement, COUNTY shall have the obligation to:

- a. **Cooperate with CONTRACTOR**. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required

by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.

- b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

- a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.
 - i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.
 - ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.
 - iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.
 - iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi)

failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section

21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.
 - i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:
 1. obtain for the COUNTY the right to use such materials;

2. replace or modify the materials so they become non-infringing; or
3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.

- ii. CONTRACTOR has no obligation to the extent any claim results from:
 1. modification of the materials other than at the direction of CONTRACTOR, or
 2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR.** In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
10. **TERMINATION.**
 - a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.
 - b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

11. **INTELLECTUAL PROPERTY RIGHTS.**

- a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Cerner retains sole and

exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

- b. It is expressly understood by COUNTY and CONTRACTOR that Cerner will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Cerner for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Cerner to develop the enhancement or software product
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Cerner's prior written consent.

12. CONFIDENTIAL INFORMATION; TRADE SECRETS.

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within

Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. Obligations. COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.
- c. Exclusions. Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.
- d. Report of Unauthorized Use or Disclosure of Company Information.
 - i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

- ii. COUNTY will not allow any person other than an Authorized User or Cerner or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Cerner holding that person to the same requirements as this part 9 and COUNTY has been notified by Cerner that this Agreement has been executed and that the Person has permission to access and use the Cerner Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Cerner Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Cerner or Contractor, unless the contractor has signed an agreement with Cerner for the protection of Cerner's Intellectual Property rights.
 - iii. COUNTY understands that Cerner's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Cerner staff and Authorized Users from retaining possession of Cerner Company Information. COUNTY will immediately notify Contractor and Cerner if it becomes aware that any person other than an Authorized User or Cerner or Contractor staff has or appears to have in their possession Cerner Company Information, or makes unsubstantiated claims that Cerner has granted permission to that person to use Cerner customer Information to support COUNTY.
- e. Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.
- f. Third Party Vendors. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business

rules of the Software Products and the documentation are the Intellectual Property of Cerner and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Cerner. Cerner will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Cerner.

13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.

14. **MEDICAL RECORDS.**

- a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge.
- b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the

nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.
- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
 - i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;
 - ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;

- iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
- iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration
 - 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 - 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(1)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:

- a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

- b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
- c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
- d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
- e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

- 17. **DRUG-FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).
- 18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable

the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.

19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.
20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Hollister, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state or federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated with the resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
 - a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the Plumas County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.
28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent Divine, CEO
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Plumas County Behavioral Health
Attn: Tony Hobson, PhD
Behavioral Health Director
270 County Hospital Road, Suite 109
Quincy, CA 95971
(530) 283-6307

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

“COUNTY”
COUNTY OF PLUMAS

By _____

Date: _____

Plumas County Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/29/2021

COUNTY CLERK

By _____

Heidi Putnam White

Date: _____

.....

“CONTRACTOR”
KINGS VIEW PROFESSIONAL SERVICES

By _____

Date: _____

David Singh, CEO
Kings View Professional Services

By _____

Date: _____

Amanda Nugent Divine Ph.D., Secretary
Kings View Professional Services

EXHIBIT A

PLUMAS COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

Total: \$183,942

Terms: 1/12th monthly

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System and migration to a future EHRS when County decides. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

1. Contractor supports (as defined in this scope of work) the following Cerner Software products currently in use or planned by County:

- Client Data System
- Scheduling System
- Assessment & Treatment Planning System
- Doctor's Home Page & E-Prescribing System
- Cost Accounting System

2. Contractor will provide consultative services to County concerning current design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by County as

needed.

- 3.** Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor's hosted servers.
- 4.** Contractor will advise on and oversee load EHRS promotions:
 - a.** Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b.** Test EHRS promotions and work out known bugs.
 - c.** Activate promotions only with County's authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.
 - d.** County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRS support.
- 5.** Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.
- 6.** Contractor will provide the following forms of documentation:
 - a.** Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.
 - b.** Provide Risk/Benefit Analysis of Credible Promotions (see A.4 above).
 - c.** Provide County with KVPS Status Report overall operations of

County's EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

- d. Document County's system schema as it relates to KVPS provision of services and at the discretion of County's Information Technology management.
- e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:
 - f. Data/Reports
 - g. Participate in Meetings/Calls

7. Status Reporting

- a. Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.

b. Complete KVPS Status Report

8. Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
9. Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.
10. Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
11. Contractor will maintain management forms and related data tables for State reporting, billing and security.
12. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for

County as requested.

13. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
14. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
15. Contractor will provide support as Lead for County's continued implementation strategies of various modules of the Cerner Electronic Health Record System.
16. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - a. Power outage beyond 1 workday and
 - b. Corruption of data.

Monthly Revenue Cycle Support for Funding Sources:

1. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. Contractor will provide training and support to program staff for program processes required in the month-end process.
3. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
4. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will

upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Cerner Software policy and procedures.

5. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
6. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
7. When Contractor makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the Contractor.
8. County had opted to submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's Cerner application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when

planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behalf of County:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
3. Network Adequacy Certification Tool (NACT) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.
4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
 - Productivity
 - Case Assignments
 - PHQ9/GAD7 or similar
 - Timeliness of Service
 - CANS
 - Claims Pay Source
 - Client Demographics
 - Appointment Type
 - Assignments

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
4. Contractor will monitor and maintain dashboards utilized by customer.

5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.
11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be subject to item 10.

Enhanced AR Services

1. CONTRACTOR will provide the following AR-End of Month and supplemental billing services.
 - a. Monthly edits, billing, CSI, and CalOMS suspense processing.
 - b. Key and process all Private Insurance claims and EOBs
 - c. Process 90 Day No Response reports and pay source priority crossing
 - d. Review and mail HCFA's directly to Private Insurance
 - e. Entry of 24HR Bed Day Assignments and Posting

2. COUNTY and CONTRACTOR will develop procedures to ensure services are staged appropriately for timely submission of claims to various pay sources

EXHIBIT B

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM

TOTAL: \$89,000 Milestone Fees (2): \$44,500

Credible Electronic Health Record System (EHRS):

- 75 Named Users, up to 60 Concurrent users
- Clinician Homepage
- Doctors Homepage
- Client Demographics/Services/Billing
- Real Time Eligibility
- Clinical Documentation and Progress Notes
- Assessments and Treatment Planning
- Mobile
- Client Portal
- Compliance and Audit Management
- Messaging/Alerts/Texting
- State Reporting
- eRx with Controlled Substances
- eLabs
- eMAR – Electronic Medication Administration
- HIE – Health Information Exchange Functionality

Credible Implementation included in above pricing.

- Project Management
- Training
- System Configuration
- Data Conversion and Validation
- Weekly calls/webinars
- System Acceptance
- Go-Live Support

Implementation start date and timeline to be mutually agreed between County and Contractor.

Milestone Fee 1 - Due Start Month - \$44,500 - \$32,044 (Deposit) = \$12,456
Milestone Fee 2 - Due Go-Live Month - \$37,505

EXHIBIT C

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM SOFTWARE AS A SERVICE (SaaS)

ANNUAL TOTAL: \$88,884

Monthly Fee: \$7,406

- Core Monthly User Fees – 75 Named Users / 60 Concurrent Maximum
- Monthly e-Prescribing with EPCS
- Monthly eLabs
- Monthly Client Engagement (messaging/texting)
- Monthly Mobile
- DSM-5
- Monthly Real-Time Eligibility
- Hosting secured/redundant/24-7 access

First Monthly Fee due 30 days prior to go-live Credible EHRS.

EXHIBIT D

PLUMAS COUNTY

**KINGS VIEW - CERNER
SUPPORT AGREEMENT**

Scope of Service Item	FY2021-2022	FY 2022-2023	FY2023-FY2024
A. ANNUAL RECURRING COSTS			
a. Support Agreement - Cerner	\$38,226	\$39,373	\$0
b. DSM-V Licenses	\$1,128	\$1,128	\$0
c. Mertech and VDF License	\$1,100	\$1,270	\$0
e. Hosting Cerner	\$19,800	\$20,800	\$21,600
B. Prior Year Hosting Cerner FY-2020-2021	\$7,831		
Total	\$68,085	\$62,571	\$21,600

EXHIBIT E

DrFIRST E-PRESCRIBE SERVICES

TOTAL: \$2,400 Term: Annually

Contractor will purchase and supply the licensing for the DrFirst E-Prescribe Services to Plumas County Behavioral Health. This is a web-based program that can also be accessed via a mobile application.

Contractor will provide training and system support to County for the DrFirst E-Prescribe Services.

Dr. First access license to facilitate e-Prescribing of controlled substances.

- 2 Named Users at \$1,200 per user - \$2,400

Item 3B

BOARD AGENDA REQUEST FORM

Department: Elections

Authorized Signature: Marcy DeMartile
Board Meeting Date: January 11, 2022
Request for _____ minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: Yes No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. ~~Adopt resolution to authorize Marcy DeMartile, Plumas County Clerk-Recorder-Registrar of Voters to conduct all federal, state, and local elections throughout the calendar year 2022.~~

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y / N)

Signed? (Y / N)

Budget Transfers Sheets:

Signed? (Y / N)

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § _____.) Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

RESOLUTION 2022-_____

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,
REGISTRAR OF VOTERS, TO CONDUCT ALL
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2022.

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorize Marcy DeMartile, Plumas County Clerk-Recorder, Registrar of Voters to conduct all federal, state and local elections throughout the calendar year 2022, as may be required or requested of said office, to perform all election related duties as necessary, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 11th day of January 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair of the Board of Supervisors

ATTEST:

Heidi White
Clerk to the Board

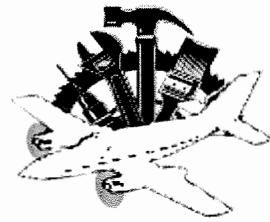


JD Moore
Interim Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



Phone: 530-283-6299
Fax: 530-283-6103

DATE: **January 11, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Interim Director

SUBJECT: **Authorize the Department of Facility Services to waive the rental fee for Cheryl Kolb/Quincy Chamber of Commerce for use of the Courthouse lawn for the Groundhog Fever Festival on February 5th, 2022.**

Recommendation

Authorize the Department of Facility Services to waive the rental fee for Cheryl Kolb/Quincy Chamber of Commerce for the Groundhog Fever Festival held on the Courthouse lawn.

Background and Discussion

Cheryl Kolb/Quincy Chamber of Commerce has requested to waive the rental fee for the Groundhog Fever Festival on February 5, 2022 from 1pm to 5pm on the Courthouse lawn. After reviewing the request, Facility Services has no issue with deviating from the fee schedule.



"Heart of Feather River Country"

PO Box 215
Quincy, CA 95971
(530) 394-0541

info@quincychamber.com • www.quincychamber.com

December 28, 2021

Plumas Co. Board of Supervisors
520 Main Street
Quincy, CA 95971

Re: Groundhog Fever Festival

Honorable Supervisors,

We are seeking your permission for the use of the Courthouse lawn and the closure of Court Street from Jackson Street to Main Street for the Groundhog Fever Festival, scheduled for Saturday, February 5, 2022 from 1:00 – 5:00 p.m. Setup would generally begin around 10:00 a.m. and tear down should be completed by 6:00 p.m. We are also asking permission for a waiver of the Courthouse facility use fee as this is a community event with little to no financial benefit to the Quincy Chamber of Commerce.

We have been in touch with Zach Gately from Public Health and have been advised there are no restrictions currently in place for an event with fewer than 10,000 anticipated attendees. Should this change between now and the date of the event we will adjust our plans accordingly or cancel the event if necessary.

Please contact me if you have any questions or if you need additional information.

Respectfully,

Cheryl Kolb
Event Coordinator



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
*Director of Information
Technology*

DATE: January 3rd, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **AGENDA ITEM FOR THE MEETING OF JANUARY 11th, 2022 RE:
APPROVAL OF PAYMENT FOR CROWDSTRIKE ENDPOINT DETECTION AND RESPONSE (EDR).**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of emergency payment for service/support specified below.

Background and Discussion:

Request to purchase Crowdstrike endpoint detection and response. This EDR tool will replace McAfee as primary anti-malware / antivirus tool for all endpoints in county network. Funds will be redirected from a previously budgeted project to cover costs.

There are two options for this tool, managed & unmanaged. The managed option will be managed by the Crowdstrike team with minimal assistance from county IT personnel 24 hours a day, 365 days a year. This option is recommended by the IT department as it will allow us to focus on other areas of county security that need to be addressed. The unmanaged option will provide the EDR tool but will require the IT staff to manage all incidents and alerts that need to be addressed.

The cost for Crowdstrike will reoccur annually, our current antivirus / antimalware solution McAfee costs the county \$6,900.00 annually.

Vendor	Description	Amount
Option 1: Crowdstrike (CDWG)	Crowdstrike Endpoint Detection & Response (Managed)	\$36,768.00
Option 2: Crowdstrike (CDWG)	Crowdstrike Endpoint Detection & Response (Unmanaged)	\$15,575.00

QUOTE CONFIRMATION



DEAR MELODIE BENNETT,

Thank you for considering CDW-G LLC for your computing needs. The details of your quote are below.
[Click here to convert your quote to an order.](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNJQ819	12/30/2021	CROWDSTRIKE #1	5913753	\$36,768.00

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<u>CROWDSTRIKE FALCON CMPLX T6 STD</u> Mfg. Part#: CS.FCSSD.SOLN.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400106	\$33,773.00	\$33,773.00	
<u>CROWDSTRIKE INSIGHT</u> Mfg. Part#: CS.INSIGHTB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400109	\$0.00	\$0.00	
<u>CROWDSTRIKE PREVENT</u> Mfg. Part#: CS.PREVENTB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400116	\$0.00	\$0.00	
<u>CROWDSTRIKE DISCOVER</u> Mfg. Part#: CS.DISCB.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400118	\$0.00	\$0.00	
<u>CROWDSTRIKE FALCON COMPLETE</u> Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400119	\$0.00	\$0.00	
<u>CROWDSTRIKE OVERWATCH</u> Mfg. Part#: CS.OWB.SVC.T2.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400120	\$0.00	\$0.00	
<u>CROWDSTRIKE FALCON X</u> Mfg. Part#: CS.FALCONX.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5076962	\$2,995.00	\$2,995.00	
<u>CROWDSTRIKE THREAT GRAPH STD</u> Mfg. Part#: CS.TGB.STD.12M Electronic distribution - NO MEDIA Contract: California NVP Software (ADSPO16-130652 7-16-70-37)	1	5400122	\$0.00	\$0.00	
<u>Falcon Complete: Complimentary Customer Identification - subscription license</u> Mfg. Part#: CS.FALCOMPONBC.SOLN.12M	1	6284569	\$0.00	\$0.00	

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA				
Contract: California NVP Software (ADSPO16-130652 7-16-70-37)				
CROWDSTRIKE UNTV LMS SUB.JY	2	5513533	\$0.00	\$0.00
Mfg. Part#: RR.PSO.ENT.NCAP.12M				
Electronic distribution - NO MEDIA				
Contract: California NVP Software (ADSPO16-130652 7-16-70-37)				

PURCHASER BILLING INFO		SUBTOTAL	\$36,768.00
Billing Address: PLUMAS COUNTY DEPT OF INFORMATION TECHNOLOGY 520 MAIN ST # RM211 QUINCY, CA 95971-9364 Phone: (530) 283-6263		SHIPPING	\$0.00
Payment Terms: Net 30 Days-Govt State/Local		SALES TAX	\$0.00
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
Shipping Address: PLUMAS COUNTY MELODIE BENNETT 520 MAIN ST # RM211 QUINCY, CA 95971-9364 Phone: (530) 283-6263 Shipping Method: ELECTRONIC DISTRIBUTION			

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Jeff Butchko

(877) 853-0557

jeffbut@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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QUOTE CONFIRMATION



DEAR MELODIE BENNETT,

Thank you for considering CDW-G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNJS280	12/30/2021	CROWDSTRIKE #2	5913753	\$15,575.00

QUOTE DETAILS					
ITEM	QTY	CDW #	UNIT PRICE	EXT. PRICE	
<u>Falcon Endpoint Protection Enterprise - subscription license (1 year) - 1 e</u> Mfg. Part#: CS.EPPENT.SOLN.T2.12M UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Standard Pricing	200	5738425	\$35.25	\$7,050.00	
<u>CROWDSTRIKE THREAT GRAPH STD</u> Mfg. Part#: CS.TG.STD.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	5343526	\$7.75	\$1,550.00	
<u>CROWDSTRIKE FLCN PREV NGTAV B2</u> Mfg. Part#: CS.PREVENT.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	5038236	\$0.00	\$0.00	
<u>CROWDSTRIKE FLCN INSIGHT EDR B2</u> Mfg. Part#: CS.INSIGHT.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	5038228	\$0.00	\$0.00	
<u>CROWDSTRIKE FALCON FW MGT BDL T2 1Y</u> Mfg. Part#: CS.FIREWBP.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	6057339	\$3.95	\$790.00	
<u>Falcon Device Control - subscription license (1 year) - 1 license</u> Mfg. Part#: CS.DEVICEBP.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	5514507	\$3.95	\$790.00	
<u>CROWDSTRIKE FALCON X BUNDLE PROMO 1Y</u> Mfg. Part#: CS.FALXBP.SOLN.T2.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	5524884	\$9.50	\$1,900.00	
<u>CROWDSTRIKE OVERWATCH</u> Mfg. Part#: CS.OW.SVC.T2.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	200	4928073	\$10.50	\$2,100.00	

QUOTE DETAILS (CONT.)				
CROWDSTRIKE EXPRESS SUPPORT 1Y Mfg. Part#: RR.HOS.ENT.EXPS.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	1	4915958	\$1,395.00	\$1,395.00
CROWDSTRIKE UNIV LMS SUB 1Y Mfg. Part#: RR.PSO.ENT.NCAP.12M Electronic distribution - NO MEDIA Contract: Standard Pricing	2	5513533	\$0.00	\$0.00

PURCHASER BILLING INFO	SUBTOTAL	\$15,575.00
Billing Address: PLUMAS COUNTY DEPT OF INFORMATION TECHNOLOGY 520 MAIN ST # RM211 QUINCY, CA 95971-9364 Phone: (530) 283-6263	SHIPPING	\$0.00
Payment Terms: Net 30 Days-Govt State/Local	SALES TAX	\$0.00
DELIVER TO	GRAND TOTAL	\$15,575.00
Shipping Address: PLUMAS COUNTY MELODIE BENNETT 520 MAIN ST # RM211 QUINCY, CA 95971-9364 Phone: (530) 283-6263 Shipping Method: ELECTRONIC DISTRIBUTION	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION					
	Jeff Butchko		(877) 853-0557		jeffbut@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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**AGENDA REQUEST**

For the January 11, 2022 meeting of the Plumas County Board of Supervisors

January 3, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Management Analyst II position.

Background:

Effective December 31, 2021, one (1) Management Analyst II has retired from the Public Health Department. The Department is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

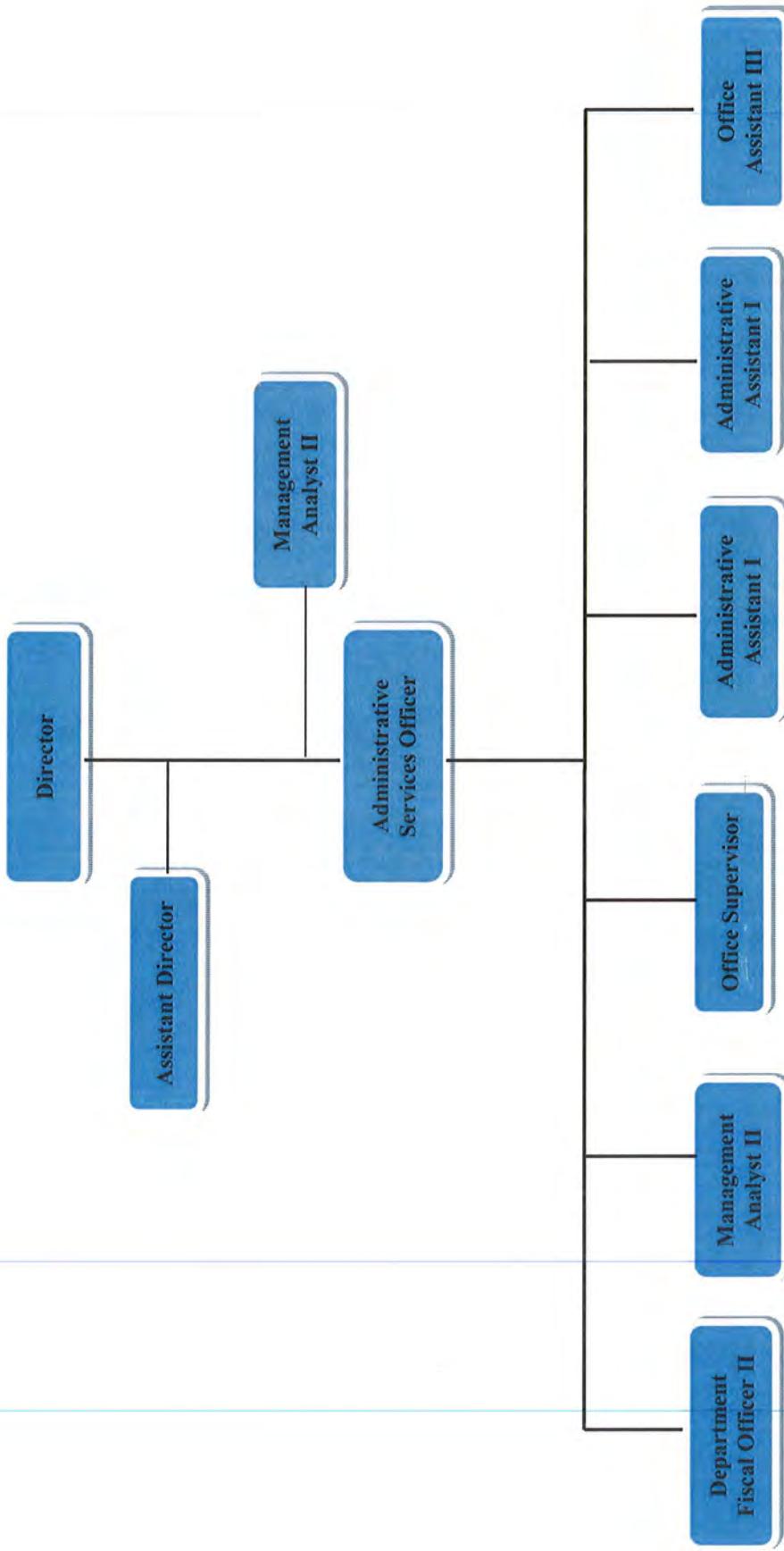
The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Management Analyst II in the Public Health Department.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION

1



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Management Analyst II / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

Management Analysts are the workforce for administrative services, which supports the operations unit of the Department

- Why is it critical that this position be filled at this time?

Management Analysts provide consistent support for the Department, and a prolonged vacancy can negatively impact the performance of the Department

- How long has the position been vacant?

As of 12/31/21.

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 21/22 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133



AGENDA REQUEST

For the January 11, 2022 meeting of the Plumas County Board of Supervisors

January 3, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of one (1) FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator due to resignation.



Background:

Effective January 14, 2022, one (1) Health Education Coordinator II is resigning from the Public Health Department. The Department is requesting to fill this vacancy.

Fiscal Impact:

This position is able to be funded as allocated in the FY21/22 Public Health budget that was adopted on September 30, 2021.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Health Education Coordinator or Health Education Specialist or Community Outreach Coordinator.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Health Education Coordinator II / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

Health Education Coordinators are responsible for the organization, coordination, implementation, and conduct of a variety of Public Health education programs and related health services.

- Why is it critical that this position be filled at this time?

Not filling this position will cost PCPHA funds that cannot be drawn down from grants, and will as not being able to bill for positions unless funds have been spent. It can be argued that these are not lost funds because we won't have to expend the funds if the position is vacation. However, the County loses the value of the services being provided to families and children.

- How long has the position been vacant?

Effective 1/14/22

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 21/22 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

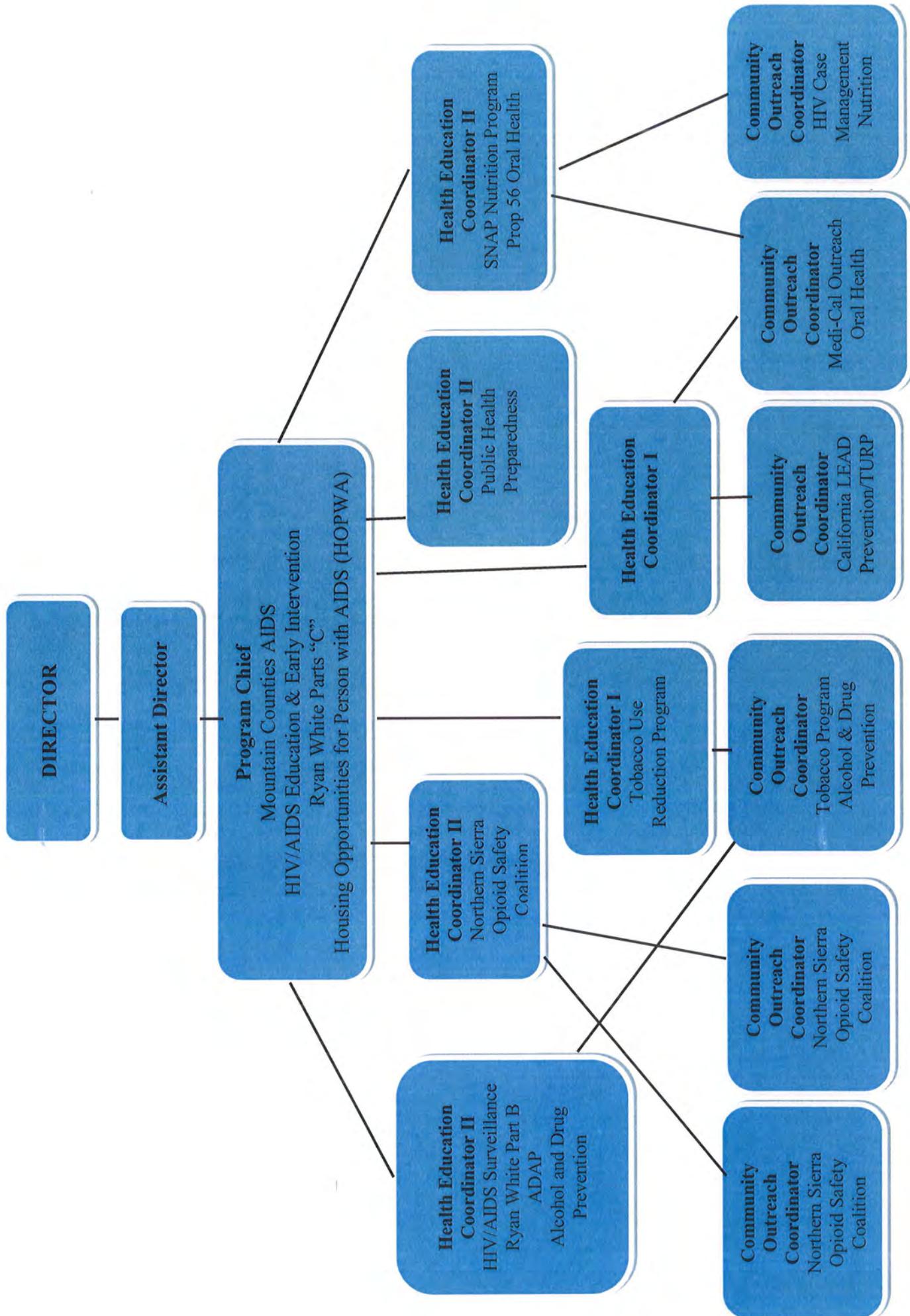
FY 17/18 = \$545,661

FY18/19 = \$582,102

FY19/20 = \$1410,133

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
HEALTH EDUCATION AND OUTREACH**

2



COUNTY ADMINISTRATOR

Gabriel Hydrick



AGENDA REQUEST AND STAFF REPORT

For the January 11, 2022 meeting of the Plumas County Board of Supervisors

Subject: CDBG CV-2 & 3 Grant Application Resolution and MOU

To: Honorable Board of Supervisors, Clerk of the Board, County Counsel

From: Gabriel Hydrick, County Administrator

Date: 1/4/2022

Strategic

Relevance: N/A

Background/Introduction:

On December 18, 2020, HCD issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. Approximately \$71 million in new Coronavirus Response Round 2 and 3 (CDBG-CV2 and CDBG-CV3) federal funds authorized by the CARES Act will be allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery.

On December 18, 2020, Housing and Community Development (HCD) issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020.

Earlier this year the County began the application process with Board support. The application is complete but for the resolution and Memorandum of Understanding with the city of Portola. Today's proposed action is to adopt a resolution supporting the CDBG CV 2 & 3 grant application for a **Small Business Grants Program**. The resolution for a **Career Development Program** (through PCIRC) was already adopted by the Board of Supervisors. Grant funding can be used for the following:

- Payment of lease/rent/mortgage or utilities
- Payment of debt incurred since March 2020
- Employee wages and associated costs
- Supplies and materials to help prevent the spread of COVID
- Costs associated with complying with public health orders
- Any other CDBG eligible expenses to prevent, prepare for, and respond to COVID

The County and city of Portola have been working together on this grant and the City is submitting its application with the County's. Portola has an amount of \$285,985 that will also go towards the Small Business Grants Program. With the City joining under the County's application, CDBG CV 2 & 3 grants will total \$673,462. A MOU between the City and County is included in the this background material.

No more than 13% of the total allotment may be used for administrative costs for both of these programs. Therefore, \$50,372 has been set aside, but any unused administrative funds will be put towards the programs.

Finding Analysis:

The Board adopted the resolution and approved the MOU with the city of Portola, but there are needed minor revisions to the resolution. Therefore, this item is being brought back to the Board. Attached you will find the redlined version and a fresh revised version. Also included is an email exchange regarding these revisions between the County Administrator and HCD staff.

Recommended Actions:

Staff respectfully recommends the Board of Supervisors:

- Adopt the revised Resolution

Or

- Provide staff different direction

Fiscal Impact:

The CDBG CV-2 & 3 grant money will cover all costs including administrative costs. There is no cost to the General Fund.

Attachments:

Attachment 'A': Redlined Resolution

Attachment 'B': Fresh revised version of the Resolution

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND
THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 and 3
(CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020**

BE IT RESOLVED by the County Board of Supervisors of the County of Plumas as follows:

SECTION 1:

The County Board of Supervisors, has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$387,477523,462 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List activities and amounts

Economic Development (County <u>& City</u>)- Micro-enterprise (operations)	_____	\$
<u>237,477523,462</u>		
Economic Development (City) - Micro-enterprise (operations)	_____	<u>\$ 285,985</u>

SECTION 2:

The County hereby approves the use of Program Income in an amount not to exceed \$387,4770 for the CDBG-CV2 and CV3 activities described in Section 1.

The County hereby approves collaborative use of Program Income with the City of Portola's allotment of \$285,985 in an amount not to exceed \$523,462 for the CDBG-CV2 and CV3 activities described in Section 1.

Estimated Administrative Cost (maximum 13% of total grant) _____ \$ 50,372

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the County Administrator, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the County Administrator, or designee*, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the County Administrator, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

2

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected.*

Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

PASSED AND ADOPTED at a regular meeting of the County Board of Supervisors, of the County of Plumas held on December 7January 11, 20224 by the following vote:

AYES: _____
ABSENT: _____

NOES: _____
ABSTAIN: _____

Jeff Engel, Chair, Board of Supervisors,
Plumas County

STATE OF CALIFORNIA
County of Plumas

I, Heidi Putnam, County Clerk of the County of Plumas, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said *Board of Supervisors*, on this 7—11 day of DecemberJanuary, 20242.

Heidi Putnam, Clerk of the Board, County of Plumas,
State of California

By: Name and Title

(Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.)

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND
THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 and 3
(CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020**

BE IT RESOLVED by the County Board of Supervisors of the County of Plumas as follows:

SECTION 1:

The County Board of Supervisors, has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$523,462 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List activities and amounts

Economic Development (County & City)- Micro-enterprise (operations) \$ 523,462

SECTION 2:

The County hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG-CV2 and CV3 activities described in Section 1.

The County hereby approves collaborative use of Program Income with the City of Portola's allotment of \$285,985 in an amount not to exceed \$523,462 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the County Administrator, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the County Administrator, or designee*, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the County Administrator, or designee, is authorized to sign and

submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

2

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected.*

Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

PASSED AND ADOPTED at a regular meeting of the County Board of Supervisors, of the County of Plumas held on January 11, 2022 by the following vote:

AYES: _____
ABSENT: _____

NOES: _____
ABSTAIN: _____

Kevin Goss, Chair, Board of
Supervisors, Plumas County

STATE OF CALIFORNIA
County of Plumas

I, Heidi White, County Clerk of the County of Plumas, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said *Board of Supervisors*, on this 11 day of January, 2022.

Heidi White, Clerk of the Board, County of Plumas,
State of California

By: Name and Title

(Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.)

RESOLUTION NO. 21-3601

**A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN
PLUMAS COUNTY**

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

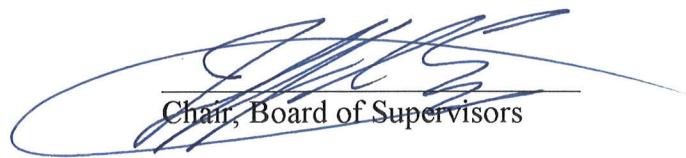
BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL
EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES
IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

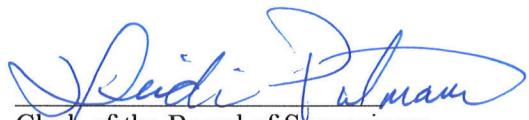
The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

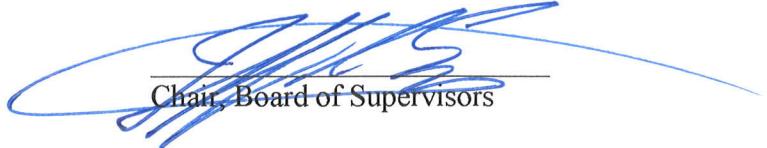
ABSENT: None

ATTEST:



Didi Patman

Clerk of the Board of Supervisors



Chair, Board of Supervisors