



Board of Supervisors

Dwight Ceresola, Chair 1st District

Kevin Goss, 2nd District

Tom McGowan, 3rd District

Greg Hagwood, Vice Chair 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

JANUARY 10, 2023 TO BE HELD AT 10:00 AM

IN THE BOARD CHAMBERS LOCATED AT 520 MAIN STREET, ROOM 308, 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.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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

CALL TO ORDER

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. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

2. 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 Board Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Environmental Alternatives; to provide transitional housing, specialty mental health services, and case management services for FY 2022/23; effective July 1, 2022, not to exceed \$851,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group, for telehealth psychiatric services in FY 22/23; effective July 1, 2022; not to exceed \$484,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated, 1.0 FTE Information Systems Technician position; vacancy due to promotion. [View Item](#)

B. FACILITY SERVICES

- 1) Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Groundhog Fever Festival, to be held on February 4, 2023 from 1:00 - 5:00pm on the Courthouse lawn. [View Item](#)

3. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** authorizing the Sheriff to execute an Agreement, including any amendments or modifications for "Live Scan" services provided by the Department of Justice(DOJ); approved as to form by County Counsel. **Roll call vote** [View Item](#)

4. COUNTY ADMINISTRATIVE OFFICER - DEBRA LUCERO

A. Receive an update on the Local Assistance and Tribal Consistency Fund. [View Item](#)

B. **Continued from January 3, 2023 as stipulated by the Board:** Approve and authorize the reassignment of County payroll responsibilities and functions by moving these duties out of the Auditor - Controllers Office, and assigning the payroll responsibilities to the Human Resource Office to facilitate the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module; and Adopt **RESOLUTION** to amend the position allocation for budget year 2022/2023 for the departments of #20035 and 20040; discussion and possible action. **Roll call vote.** [View Item](#)

C. **Continued from January 3, 2023:** Approve and authorize Human Resources, Risk Management and (a temporary move) of County Counsel to the Old Probation Department; and the approval of one-time funds to assist with the move; discussion and possible action. **Four/fifths roll call vote** [View Item](#)

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee evaluation - Chief Probation Officer (Board Only)
- B. 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
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, January 17, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 10, 2023

SUBJECT: Approve and authorize the Board Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Environmental Alternatives; to provide transitional housing, specialty mental health services, and case management services for FY 2022/23; effective July 1, 2022, not to exceed \$851,000.00; approved as to form by County Counsel.

Recommendation

It is respectfully requested the Board of Supervisors approve and authorize the Board Chair to sign and ratify the \$851,000.00 Agreement with Environmental Alternatives for FY 2022/23 in which EA agrees to provide transitional housing for qualifying individuals, specialty mental health services, and case management services. Service Agreement has been approved to form by County Counsel

Background and Discussion

It is respectfully requested the Board of Supervisors approve and authorize the Board Chair to sign and ratify the \$851,000.00 Agreement with Environmental Alternatives for FY 2022/23 in which EA agrees to provide transitional housing for qualifying individuals, specialty mental health services, and case management services. Service Agreement has been approved to form by County Counsel

Action:

Behavioral Health respectfully requests the Board of Supervisors authorize the Chair to sign and ratify the Agreement between Plumas County Behavioral Health and Environmental Alternatives to provide transitional housing for qualifying individuals, specialty mental health services, and case management services.

Attachments:

1. 2.B.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Environmental Alternatives**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed eight hundred fifty-one thousand dollars (\$851,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2022, and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor’s policy 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, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County’s own primary insurance policy or self-insurance shall be called upon to protect it as a named

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings.** The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Melody King, Chief Executive Officer
Environmental Alternatives
350 W. Main Street/P.O. Box 3940
Quincy, CA 95971

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the

County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. **Grievance, appeal, expedited appeal and fair hearing procedures and timeframes**
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Environmental Alternatives, a California Corporation

By: _____
Name: Melody King
Title: Chief Executive Officer
Date signed:

By: _____
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: _____
Name: Sharon Sousa
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

Name:
Title: Chair, Board of Supervisors
Date signed:

Attest:

Name: Heidi White
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/28/2022

COUNTY INITIALS

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CONTRACTOR INITIALS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and ENVIRONMENTAL ALTERNATIVES referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances

from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I))]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109
Quincy, California 95971

Signed: _____

Date: _____

BUSINESS ASSOCIATE

Name: Melody King

Title: Chief Executive Officer

Address: 350 W. Main Street
Quincy, California, 95971

Signed: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

Environmental Alternatives Family Services – Full-Service Partnership (FSP) Program

Contractor will provide services in accordance with the following provisions.

I. SERVICE LOCATIONS:

Services rendered pursuant to this agreement shall be at the following location(s):

- a. **Environmental Alternatives**
350 W. Main Street
Quincy CA 95971

II. PURPOSE:

- a. Provide *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* and *Specialty Mental Health Services* to participants to reduce inpatient hospitalization days, homelessness, days incarcerated, emergency room visits, and to increase the quality of life, including vocational and educational achievement.

Plumas County Behavioral Health (PCBH) provides transitional housing for and delivery of a variety of supports and clinical services to qualifying individuals and families under its *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* program. The County partners with Environmental Alternatives (EA) for housing, specialty mental health services and case management services for enrolled FSP participants.

Enrolled individuals living with a severe mental illness (SMI) and a co-occurring substance use disorder (SUD) may live in a transitional sober living environment (TSLE) while participating in the EA FSP program. It is the intent of the County and the Contractor to provide participants an orderly, well-prepared transition from incarceration, hospitalization, or drug rehabilitation in order to reduce recidivism and to promote a healthy adjustment.

Environmental Alternatives is a non-profit organization with the knowledge and ability to fulfill the mission of providing comprehensive services to homeless PCBH FSP clients and offers a program tailored to meet their identified needs.

Goal

The goal of this program is to provide up to ten (10) qualified individuals who meet eligibility for *MHSA Full-Service Partnership* through Plumas County Behavioral Health's Utilization Management (UM) review process with:

- a single-occupancy residence, up to 50% of the units will be designated as Transitional Sober Living Environment (TSLE) housing for co-occurring individuals, and a broad array of services and supports to promote:
- a stable and secure living arrangement
- progressively increased normalcy and integration in accord with participant capacities
- sustained periods of non-incarceration and non-hospitalization with decreases in overall incarcerations and hospitalizations
- optimal use of existing community resources
- accommodations for mental and physical disabilities
- improved health outcomes and quality of life
- harm reduction interventions to support sober living
- individualized goals and outcomes to improve independent living skills
- individualized permanent housing planning to optimize community integration upon program exit
- individualized vocational/educational planning and support

Program Philosophy

The qualifying population has been identified as needing targeted help and services because of higher than average risk factors for homelessness, incarceration, hospitalization and/or failure to respond favorably to normal intervention efforts. It is therefore important for this program to maintain a tolerance for and understanding of participant setbacks. For example, participants who have been previously discharged from the program should not be automatically rejected for future services. Rather, it challenges the program to develop alternative strategies and practices for handling especially difficult cases. Flexibility and consistency are hallmarks of the program's orientation.

Success for the targeted population is best measured by identifying small gains and evolving stability, as viewed against a background of less desirable outcomes for these individuals. Program tolerance for non-conformity and abnormality is the norm, while implementing program and community standards for greater participant acceptance.

It is the program's belief that participants will respond favorably to enduring relationships emphasizing understanding, non-judgmental acceptance, and security. Therefore, all participants are assigned a staff mentor whose major responsibility is to develop a trusting and comforting relationship. Employees assigned that task assume the complex role of an advocate, facilitator, coordinator and guide to participants. Thus, this program intends to blend the role of a standard case manager with characteristics of an emotionally invested mentor. The interpersonal bond becomes a foundational resource in assisting participants to sustain progress and stability.

III. TARGET POPULATION:

County-referred MHSA FSP clients who are Plumas County Medi-Cal beneficiaries:

These are Seriously Mentally Ill (SMI) adults, many of whom will have a co-occurring substance use disorder (SUD) diagnosis, as identified by Plumas County Behavioral Health's Utilization Management review process.

For these FSP participants, there are up to ten (10) units available across two program campuses during this contract period. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

- A. The County will provide initial signed approval for service authorization.
- B. All MHSA FSPs will require a County-approved Utilization Review (UR) process every three months.

IV. FSP PROGRAM DELIVERABLES:

- A. Wraparound services will include formal therapeutic interventions (i.e. risk assessment, crisis prevention and stabilization, individualized treatment planning, targeted case management, and access and utilization of formal and informal supports and referrals).
- B. 24/7/365 Coverage - Contractor will be available 24 hours per day, seven days per week, and 365 days per year (24/7/365), with a minimum of five client contacts each week, to facilitate the therapeutic, rehabilitative, case management, and transportation needs of each client; to ensure clients have access to the support they need, including meeting clients who are in crisis in the emergency room.

Response staff may include case managers, rehabilitative counselors, therapists, and peer support staff. Staff changes will be communicated to PCBH immediately and no later than one business day, so that EHR access may be revoked.

- C. Maintain consistent high-fidelity FSP Community-Integrated Service, with wraparound principles.
- D. Provide individual and group services specific to each client's unique needs, including but not limited to:
 1. Feedback Informed Treatment (FIT)
 2. Trauma Focused Cognitive Behavioral Therapy (TFCBT)
 3. Dialectical Behavioral Therapy (DBT)
 4. Substance Use Disorder support and intervention
 5. Motivational Interviewing (MI)
 6. Seeking Safety
- E. Consistent outreach and engagement strategies to enable each client to live in his/her own residence, to find and maintain meaningful activities in their community – whether vocational, educational, or service-oriented, to better manage symptoms of his/her illness, and to receive support in maintaining optimism that their recovery is achievable:

1. Feedback Informed Treatment (FIT) to increase client engagement and maximize clinician responsiveness to client perception of outcomes
2. Motivational interviewing
3. Education regarding available services
4. Determining and re-evaluating at 3-month intervals, each client's strengths and challenges, interests, risk indicators and life goals
5. Assuring services are provided in ways that meet the cultural and linguistic needs of each client
6. Assuring client identification and development of meaningful life activities and roles within his/her community
7. Locate and secure safe, affordable and appropriate housing options based on each client's needs and stated preferences
8. Concurrent/Collaborative Documentation

F. Provide clients with the following housing retention support strategies:

1. Assistance with obtaining federal housing subsidies (Housing Choice Voucher Program) as available
2. Training in skills necessary to maintain acquired housing
3. Timely linkage with utility resources
4. Payment of rental and utility obligations
5. Housing repair and maintenance
6. Budget skill development
7. Client rental share of cost to build skills in self sufficiency
8. Unit turnover at time of move out

G. Provide vocational readiness support and training to all clients, including:

1. Developing employment resources in the community through linkage and partnerships
2. Partnering with community-based employment services to assess work skills and training needs
3. Provide supportive employment coordination for at least six (6) months while the client orients to a new job

H. Assist participants with linkage to and coordinate supports with primary care team and Conservator, as assigned.

I. After-care services for clients transitioning to independent permanent housing:

1. Case management, titrating to less frequency, as appropriate to need
2. Therapy a minimum of two times per month
3. Service delivery type, duration and frequency to be determined by periodic PCBH UM review.

V. MONITORING:

Contractor shall track and report annually or as noted on the following:

A. Partnership Assessment Form (PAF) for FSP Clients due: no later than twenty (20)

days from the date of referral

- B.** Quarterly (3M) Report for FSP Clients due: no later ten (10) days after the completion of each three-month service
- C.** Key Event Tracking (KET) Forms for FSP Clients due: within 72 hours of the key event occurrence (i.e., Psychiatric Hospital Days, Incarceration Days, Homeless Days, Emergency Interventions, Employment Change, etc.)
- D.** Utilize and provide County with Client Feedback Informed Treatment (FIT) trajectories.
- E.** Bi-annual Adult Needs and Strengths (ANSA) and Milestones of Recovery Survey (MORS) completion for each client, as well as development of the participant's Individual Services and Supports Plan (ISSP).
- F.** Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.
- G.** Additional indicators of effectiveness and timeliness of engagement strategies, including:
 1. Stability and tenure of community-based housing
 2. Participation in non-mental health activities in the community
 3. Service utilization (e.g., groups)
 4. Each clients' self-report through individual wellness self-perception surveys at 3-month intervals beginning at the 6th month after enrollment.
- H.** Meet quarterly with PCBH program staff to review compliance with program deliverables, monitoring, and participant outcome measures

VI. MEASURABLE PROGRAM OUTCOMES:

Contractor will ensure that the following program participant outcomes are achieved:

- A.** 80% of program participants will demonstrate a 75% decrease in incarcerations and hospitalizations compared to their pre-program levels in the year prior to program enrollment.
- B.** 80% of program participants will have completed an employment and training needs assessment within the first six months of enrollment in the program.
- C.** 80% of program participants who remain in the program at least 9 months will obtain a community-based job or volunteer opportunity that is commensurate with their skill level and that aligns with their mental health treatment goals.
- D.** 60% of program participants will report an increased overall wellness in their self-perception score at the end of the program year, including improved measures of

physical wellness, a sense of belonging, hope for their recovery, and greater life purpose.

- E. 100% of program participants living with a co-occurring severe mental illness and a substance use disorder will engage in SUD treatment at least 80% of their sessions.
- F. Contractor will provide Medi-Cal billable specialty mental health services with a productivity expectation set at 50%.

VII. MEDI-CAL CERTIFICATION AND GOALS:

- A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health (PCBH) to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- B. Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VIII. SERVICES:

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A. 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B. 1810.247. Specialty Mental Health Services "Specialty Mental Health Services" means: (a) Rehabilitative Mental Health Services, including: (1) Mental health services; (2) Medication support services; (3) Day treatment intensive; (4) Crisis intervention; (b) Targeted Case Management; (c) Psychiatrist Services;

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

- C. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the

current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.209. Crisis Intervention "Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

F. 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

G. 1810.243. Rehabilitation "Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

H. 1810.249. Targeted Case Management "Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

I. 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon available State monies through MHSA FSP program plan funding, and SAMHSA shall be provided to the Contractor upon receipt of monthly invoices in the fiscal year for which it is allocated.

Contractor will provide a monthly invoice to PCBH for direct services under separate description and line item for MHSA-funded direct therapeutic services and housing and supportive services through the FSP program. *Federal Financial Participation (FFP)* will be reimbursed to the department for Medi-Cal billable direct services based on the approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

MHSA, SAMHSA Mental Health and Substance Abuse Prevention and Treatment Funding:

Description of Funding Source	Amount up to:
MHSA Community Services and Supports FSP Program (70571)	\$726,000.00
Substance Abuse Prevention and Treatment Block Grant (SABG)	\$125,000.00
Housing Services (TSLE) (70580)	
Total	\$851,000.00

a. MHSA FSP and SABG Housing Programs

For FSP therapeutic, housing, and supportive services, Contractor will bill a monthly bundled rate of \$6,800.00 per participant. This reflects an array of “whatever it takes” therapeutic and case management services, including but not limited to tracking medication supply and availability, psychiatric and therapy appointments, attorney, probation, and/or court obligations, and medical treatment coordination. Staff to participant ratio is 1:5 in accordance with need for heightened participant monitoring.

In some cases, participants who may have difficulty transitioning to an EA therapist may continue to receive therapy from the existing PCBH provider until such time as a transition is suitable. In such cases, the fee for bundled care shall be reduced by \$600 per month, from \$6,800.00 to \$6,200.00.

Individuals who have successfully completed this program and have moved into an independent permanent living arrangement may be provided with a continuation of therapeutic and case management services by Contractor, and costs for these services will be based on the current, approved Plumas County Behavioral Health Medi-Cal Fee Schedule.

Federal SAMHSA funds will be used to pay for transitional sober living environment housing for PCBH clients living with a co-occurring severe mental illness (SMI) and a substance use disorder who meet medical necessity for substance use disorder treatment and are participating in substance use disorder treatment. TSLE housing costs will be invoiced under a separate line item of up to \$1,344.20 per month for rent, utilities, and furnishing.

In a manner and form determined by Plumas County Behavioral Health based on state reporting requirements, Contractor shall report on program outcomes to the Department on a

bi-annual basis, and no later than July 31 of each program year, that the Contractor has satisfactorily completed deliverables and services described in the Scope of Work set forth in Exhibit A.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the monthly invoice(s), the County of Plumas agrees to compensate the Contractor for the amounts delineated in this fee schedule within thirty (30) days of receipt.
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractor's name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under 21. Notice Addresses.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY CONTRACTOR FOR ANY CLIENTS WHOM PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

D. Fee Structure:

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic and case management services, whether provided on site in program housing or in after care, and crisis intervention, as well as for housing, basic needs, ancillary services costs, transportation, and administration of the program.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective November 5, 2019.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: January 10, 2023

SUBJECT: Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Asana Integrated Medical Group, for telehealth psychiatric services in FY 22/23; effective July 1, 2022; not to exceed \$484,000.00; approved as to form by County Counsel.

Recommendation

Approve and authorize the Chair to sign and ratify the FY 22/23 \$484,000.00 Agreement with Asana Integrated Medical Group for telehealth psychiatric services. This Agreement has been approved as to form by County Counsel

Background and Discussion

Approve and authorize the Chair to sign and ratify FY 22/23 \$484,000.00 Agreement with Asana Integrated Medical Group provides qualified and certified psychiatrists to provide psychiatric evaluations, medication management, and provides crisis response via telepsychiatry. This agreement has been approved to form by County Counsel.

Action:

Behavioral Health respectfully requests the Board of Supervisors approve and authorize the Chair to sign and ratify FY 22/23 \$484,000.00 Agreement with Asana Integrated Medical Group for telehealth psychiatric services. This Agreement has been approved as to form by County Counsel

Attachments:

1. 2.B.2

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Asana Integrated Medical Group, a California Professional Medical Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$484,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Asana Integrated Medical Group from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this

program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. **Insurance**. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained.

11. **Licenses and Permits**. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. **Relationship of Parties**. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Dr. Cynthia Horner
Asana Integrated Medical Group
6200 Canoga Avenue Suite 350
Woodland Hills, CA 91367

23. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Asana Integrated Medical Group, a California
Professional Medical Corporation

COUNTY:

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

By: _____

Name: Dr. Cynthia Horner

Title: President, Treasurer and Secretary

Date signed:

By: _____

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name:

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

12/29/2022

COUNTY INITIALS

CONTRACTOR INITIALS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Asana Integrated Medical Group, a California Professional Medical Corporation, referred to herein as Business Associate (“BA”), dated July 1, 2022.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the “Contract”), some of which may constitute Protected Health Information (“PHI”) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. Appropriate Safeguards. BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. Reporting of Improper Access Use or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. Accounting Rights. Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. Minimum Necessary. BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

1. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. Notification of Breach. During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

a.. Material Breach. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I))]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Certification

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter or not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

Name: Sharon Sousa
Title: Behavioral Health Interim Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Dr. Cynthia Horner
Title: President, Treasurer and Secretary
Address: 6200 Canoga Ave. Suite 350
Woodland Hills, CA 91367
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

- Contractor shall provide qualified and certified psychiatrists as available and as needed to provide psychiatric evaluations, medication management, and provide crisis response after hours, weekends and holidays to individuals needing to be evaluated for W&I 5150 via tele-psychiatry.
- County requires tele-psychiatrist to use County Electronic Health Record (EHR) and County will provide access to County system via Citrix Gateway Receiver.
- Contractor shall provide secure transmission to County location(s).
- Contractor shall provide hardware at County location(s) and meet the minimum necessary system requirements below:
- All audio, video, and all other data transmission shall be secure through the use of encryption (at least on the side of the healthcare professional) that meets County's Network Security Standards. Contractor should ensure that access to any patient contact information stored on any device is adequately restricted.
- Video quality will of High Definition (HD) (1280X720) at 40fps or better quality.
- CONTRACTOR shall provide a dedicated Internet connectivity supporting a minimum bandwidth of 1.2 Mbps, upload and download.
- CONTRACTOR shall demonstrate the ability to provide a secure and confidential location while providing telehealth services at the distant site.
- CONTRACTOR location must be within the United States.
- CONTRACTOR agrees to update medication list at each visit to ensure an accurate medication list is always accessible in the HER.
- CONTRACTOR will ensure client has been provided enough medication until next appointment.
- CONTRACTOR's notes will be completed and signed within 72 hours of client's appointment.
 - CONTRACTOR shall sign of and send back medication consent forms immediately following each medication evaluation.

PCBH2223ASANA

- CONTRACTOR shall send separate invoices to county for services provided in the Correctional Facility.
- CONTRACTOR shall send separate invoices to county for consultation services requested by hospital located within Plumas County.

_____ COUNTY INITIALS

- 17 -

CONTRACTOR INITIALS _____

EXHIBIT B - FEE SCHEDULE

COUNTY agrees to pay CONTRACTOR the following fiscal year 2022/23 rates:

EMERGENCY DEPARTMENT TELE CONSULTS

- 24/7/364 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed
- \$ 285.00 per consultation
- \$ 25.00 per 5150 Order completed

OUTPATIENT PSYCHIATRY TELEPSYCHIATRY

- Scheduled hours are variable depending upon volumes and program type (Ambulatory, IOP/PHP, integrated, etc.)
- 24 scheduled hours of telepsychiatry 52 weeks each year, based on a schedule to be mutually agreed upon by both parties
- \$275.00 per hour – Adult
- \$340.00 per hour -Child & Adolescent
- County will retain all collected professional fees

CONSULTATION LIAISON TELEPSYCHIATRY

- 24/7/365 telemedicine coverage
- Fee is paid per consult with no minimum number of consultations guaranteed
- \$285.00 per consultation

Payments by COUNTY shall be monthly in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

CONTRACTOR shall send separate invoices to COUNTY for services provided in the Correctional Facility.

If CONTRACTOR should fail to comply with any significant provision of this Agreement, COUNTY shall be relieved of its obligation for further compensation. CONTRACTOR shall submit to COUNTY monthly itemized claims for PROVIDER's compensation no later than fifteen (15) days following the completion of the month of services.

CONTRACTOR shall hold harmless the State of California and beneficiaries in the event COUNTY cannot or will not pay for covered services rendered by CONTRACTOR pursuant to the terms of this agreement.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kyle Hardee, Department Fiscal Officer

MEETING DATE: January 10, 2023

SUBJECT: Authorize the Interim Director of Behavioral Health to recruit and fill, funded and allocated, 1.0 FTE Information Systems Technician position; vacancy due to promotion.

Recommendation

Approve the filling of the funded and allocated position of 1.0 FTE Information Systems Technician.

Background and Discussion

The Behavioral Health Department is requesting approval to fill the allocated and funded, 1.0 FTE Information Systems Technician position. The position is fully funded and allocated in the 2022-2023 budget. This position would be filled without the use of any additional General Fund monies.

Action:

The Behavioral Health Department respectfully requests authorization to recruit and fill 1.0 FTE Information Systems Technician position.

Attachments:

1. CRITICAL STAFFING QUESTIONNAIRE- Info Sys Tech 1-3-23
2. Information Systems Technician NS 2017
3. Org Chart 010323

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED IN 22-23 BUDGET

1.0 FTE Information Services Technician

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Information Services Technician position is a legitimate business justification due to the support of hardware and software in a large department.**
- Why is it critical that this position be filled at this time? **The Department is preparing to upgrade its Electronic Health Records System (EHRS) to meet new State requirements as part of the CalAim payment reform program.**
- How long has the position been vacant? **The position has been vacant since January 2023.**
- Can the department use other wages until the next budget cycle? **The position is fully funded for the current fiscal year.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Information Services Technicians.**
- What core function will be impacted without filling the position prior to July 1? **Without an Information Services Technician staff may not be able to access needed patient records and update MediCal records for timely billing. Important deadlines for the new EHRS system implementation may also be missed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Possible fines and delayed payments if deadlines are not met.**
- A non-general fund department head needs 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? **No impact is expected as funding is secure and ongoing.**
- 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 General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses if needed.**

INFORMATION SYSTEMS TECHNICIAN**DEFINITION**

Under close supervision, the Information Systems Technician ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Information Systems Technician is a single level class. Incumbents provide basic computerized information system helpdesk support and training for users of computer systems. Incumbents perform computer installation, maintenance and repair work, with some guidance and supervision.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

INFORMATION SYSTEMS TECHNICIAN – 2

EXAMPLES OF DUTIES:

- Acts as a resource person for users by answering questions either by phone or in person and resolving problems related to the use, application and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Sets up, monitors, installs and repairs computer hardware and installs software including state or federal provided operating systems, word processing, database, spreadsheet and other software.
- Writes or assists in writing and revising procedures, instructional materials and staff development tools for system related training.
- Trains system users on hardware and software usage; explains operating systems and provides on-going support for department staff; may provide training on specific statewide automated systems utilized by assigned department.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance and operations needed for an efficient computer system.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers. Documents and tracks system problems and writes the reports on issues. Recommends necessary hardware and software changes; and performs system upgrades.
- Authorizes system access to new users, assigns users a profile and password.
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

INFORMATION SYSTEMS TECHNICIAN – 3

Knowledge of:

- Operating principles and characteristics of personal computer hardware and software systems.
- Concepts and terms applicable to state-of-the-art information systems.
- Basic principles of local area network systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware and peripheral equipment.

Ability to:

- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot personal computer hardware and software problems.
- Analyze user problems, evaluate alternatives and reach sound conclusions.
- Identify, evaluate and research operational problems, and makes recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Write and maintain logs of work performed and actions taken to solve information system problems in a clear and concise manner.
- Communicate clearly and concisely, both orally and in writing.

Training and Experience:

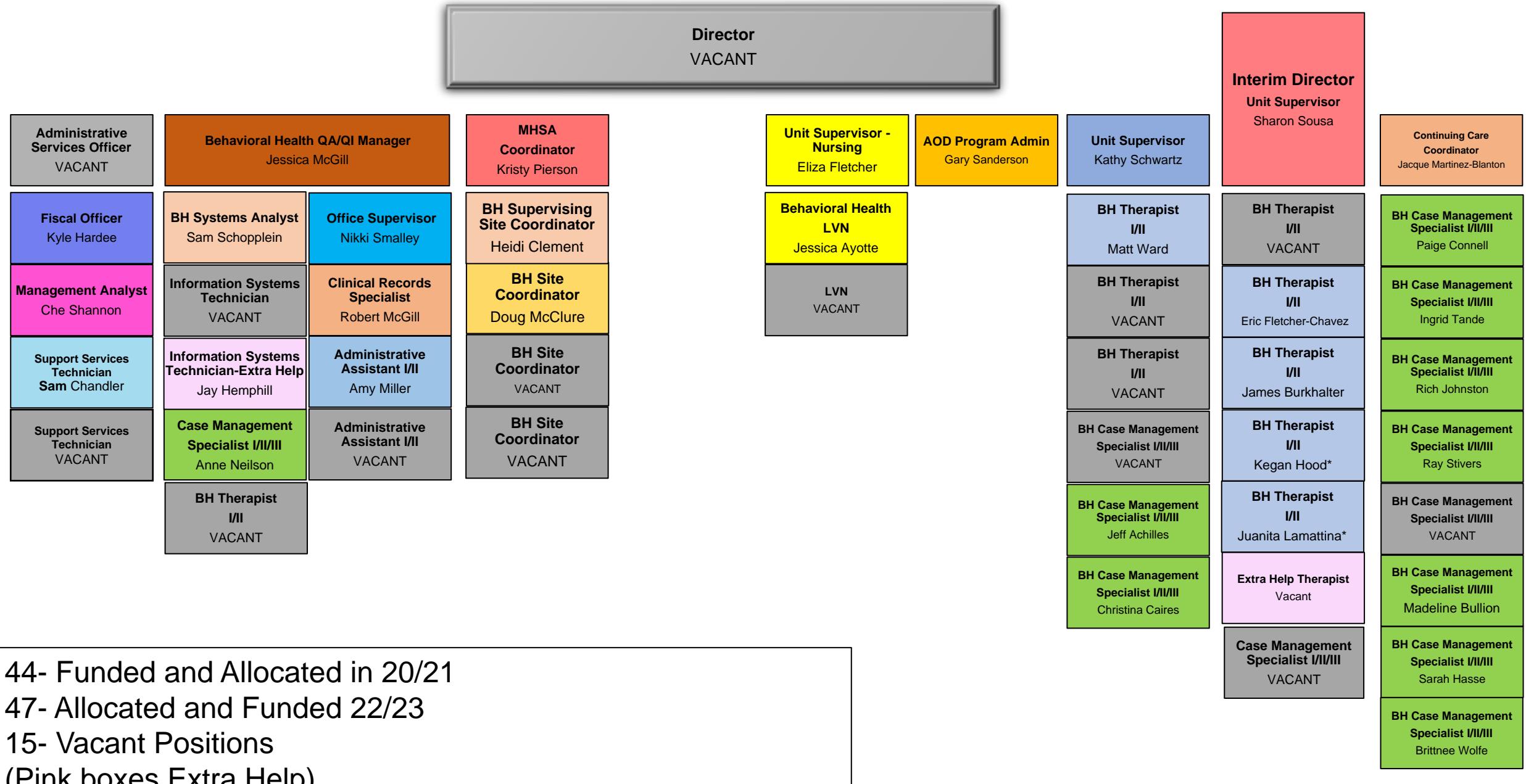
Qualifications needed for this position:

Two (2) years full-time experience or formal education/training in the operation of computers and peripheral equipment in an information systems environment that includes the troubleshooting of personal computer hardware, software and peripheral equipment problems.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Plumas County Behavioral Health Department
January 2023





**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: JD Moore, Director of Facility Services

MEETING DATE: January 10, 2023

SUBJECT: **Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Groundhog Fever Festival, to be held on February 4, 2023 from 1:00 - 5:00pm on the Courthouse lawn.**

Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Groundhog Fever Festival, to be held on February 4, 2023 from 1:00 - 5:00pm on the Courthouse lawn.

Background and Discussion

Cheryl Kolb, on behalf of the Quincy Chamber of Commerce, has respectfully requested to waive the Courthouse rental fee for the Groundhog Fever Festival, scheduled for February 4, 2023 from 1:00 - 5:00pm. This is a community event with little to no financial benefit to the Quincy Chamber of Commerce.

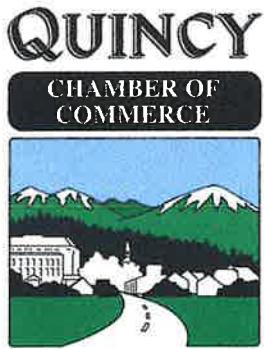
After reviewing the request, Facility Services has no issue with deviating from the fee schedule.

Action:

Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Groundhog Fever Festival, to be held on February 4, 2023 from 1:00 - 5:00pm on the Courthouse lawn.

Attachments:

1. Groundhog Fever Festival- Fee waiver request



“Heart of Feather River Country”

PO Box 215
Quincy, CA 95971
(530) 394-0541
info@quincychamber.com • www.quincychamber.com

November 9, 2022

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 4, 2023 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.

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

Respectfully,

Cheryl Kolb
Event Coordinator



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: January 10, 2023

SUBJECT: Adopt **RESOLUTION** authorizing the Sheriff to execute an Agreement, including any amendments or modifications for "Live Scan" services provided by the Department of Justice(DOJ); approved as to form by County Counsel. Roll call vote

Recommendation

Adopt Resolution authorizing Sheriff to sign contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$25,000.

Background and Discussion

The term of this contract is 01/01/23-12/31/23. The purpose of this agreement with the DOJ is to submit fingerprint images and related information electronically and having DOJ provide PCSO with DOJ and FBI Criminal Offender Record Information (CORI). PCSO will be billed for live scan fingerprint submissions monthly and payments will be made to DOJ under this agreement.

Action:

Adopt Resolution authorizing Sheriff to sign contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$25,000.

Attachments:

1. 2023 Resolution
2. PCSO00097 - 2023

RESOLUTION NO. 23-_____

AUTHORIZING THE SHERIFF TO EXECUTE AN AGREEMENT WITH THE
DEPARTMENT OF JUSTICE (DOJ)

WHEREAS the Department of Justice (DOJ), upon the submission of fingerprints by the Plumas County Sheriff's Office, has the ability to provide Criminal Offender Record Information (CORI);

WHEREAS the PCSO desires to enter into an agreement to receive CORI from the DOJ upon submission of fingerprints to the DOJ.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of this Board of Supervisors, to sign Agreement #PCSO00097 with the DOJ, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the _____ day of _____, 2023 by the following:

Ayes:

Noes:

Absent:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
PCSO00097

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

COUNTY OF PLUMAS, a political subdivision of the State of California

CONTRACTOR NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this Agreement is:

START DATE

January 1, 2023

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement is:

\$25,000.00 Twenty-Five Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

DEPARTMENT OF JUSTICE (DOJ)

CONTRACTOR BUSINESS ADDRESS 1300 I STREET, ROOM 810	CITY SACRAMENTO	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING CHRIS RYAN	TITLE CHIEF, DIVISION OF OPERATIONS		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

COUNTY OF PLUMAS (PCSO)

CONTRACTING AGENCY ADDRESS 1400 E. MAIN STREET	CITY QUINCY	STATE CA	ZIP 95971
PRINTED NAME OF PERSON SIGNING TODD JOHNS	TITLE SHERIFF		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Approved as to form:

Joshua Brechtel

Deputy Plumas County Counsel

EXHIBIT A **SCOPE OF WORK**

The County of Plumas, hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
 FBI CORI or a no record response for initial submissions (as applicable)
 Child Abuse Central Index (CACI – as applicable)
 Peace Officer Carry Concealed Weapon (CCW – as applicable)
 Other – Custodian of Records (COR – as applicable)

B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

2. The PCSO Responsibilities:

A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.

B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ, in accordance with the FBI CJIS Security Policy. The PCSO, any official or employee of the PCSO shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:

COUNTY OF PLUMAS (PCSO)
Livescan Account

Name: Roni Towery

Address: 1400 E. Main St.
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst

Address: P.O. Box 160608
Sacramento, CA 95816-0608

Phone: (916) 210-3435

FAX:

E-Mail: Doj.appbill@doj.ca.gov

Contract inquiries:

Requesting Agency:

PCSO
Livescan Account

Name: Roni Towery

Address: 1400 E. Main St.
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: DOJ Contract Analyst

Address: P.O. Box 160608
Sacramento, CA 95816-0608

Phone: (916) 210-2462

FAX:

E-Mail: Doj.appbill@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B **Invoicing and Payment Provisions**

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30-days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X
Federal Level Response	\$17	X
Federal Level Response (Volunteer)	\$15	
California Child Abuse Index (CACI)	\$15	X
Trustline CACI	\$15	
Adoption CACI	\$15	
Peace Officer Carry Concealed Weapon (CCW)	\$19	X
Employment CCW	\$22	X
Private Patrol/Security Guard CCW	\$38	
Standard CCW	\$44	X
Judge CCW	\$66	X
Reserve/Custodial Peace Officer CCW	\$88	X
Fingerprint Roller Certification	\$25	
DOJ Fingerprint Rolling Fee	\$10	
Record Review	\$25	
DSS Fee	\$10	
CS DSS Fee	\$20	
Custodian of Records	\$62	

CORI submissions specific to the PCSO, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.

The PCSO agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Zachary Gately, Grant Manager
MEETING DATE: January 10, 2023
SUBJECT: Receive an update on the Local Assistance and Tribal Consistency Fund.

Recommendation

Information only.

Background and Discussion

Plumas County has been allocated \$3,770,368.18 for FY 2022 and \$3,770,368.18 for FY 2023 for a total of \$7,540,736.36 from the Local Assistance and Tribal Consistency Fund. The Local Assistance and Tribal Consistency Fund (LATCF) is a general revenue enhancement program that provides additional assistance to eligible revenue sharing counties and eligible Tribal governments. Plumas County completed the submission, accepted the total allocation, and is awaiting confirmation and the transfer of funds. An account has been set up to receive funds.

Action:

No action at this time.

Attachments:

None



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: January 10, 2023

SUBJECT: Continued from January 3, 2023 as stipulated by the Board: Approve and authorize the reassignment of County payroll responsibilities and functions by moving these duties out of the Auditor - Controllers Office, and assigning the payroll responsibilities to the Human Resource Office to facilitate the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module; and Adopt RESOLUTION to amend the position allocation for budget year 2022/2023 for the department of #20035; discussion and possible action. Roll call vote.

Recommendation

Approve the move of payroll responsibilities to the Human Resource Office to facilitate the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module beginning January 2023. This move could be permanent or temporary with a Board review July 2023 to see how it is functioning. A weekly meeting between all departments would be scheduled on the Thursday prior to the Tuesday Board meeting to discuss the software migration. A standing Board Item: "Munis HR/Payroll Module Update" would be added to each 2023 agenda.

Background and Discussion

OVERALL STATEMENT

Plumas County's 15-year FinancePlus (Pentamation) system, which supports our payroll functions, is beyond its lifespan. Attached is the Pentatmation (FinancePLUS) memo from 2017 stating that our payroll and financial system is too old to get support from the vendor. This notice was given to the County five years ago. Lack of action has become critical to our payroll processing, including the ACA 1095-C reports, W2/1099 releases and EEO-4 reporting, just to name a few reports. County employees have been handicapped by the inability to move forward with a new payroll system and have been forced to do workarounds to make various report deadlines.

The annual cost to "support" this system is \$13,363.30 or nearly \$67,000 over the past five years, yet real support is not actually available. IT says "support" depends on if there is anyone left at the company who can "remember" how to service the software. The County, meanwhile, has been paying \$60,000 per year, for the past five years at a cost of \$300,000 for the Munis HR Payroll Module. Yet the County has yet to transition to this system. Our neighbor, Lassen County, has been on Munis' HR Payroll Module for the past year or so. In addition to the Munis Training on the Payroll Module, our plan is to reach out to Lassen County for mutual aid as we transition.

MOVING PAYROLL FROM THE AUDITOR-CONTROLLER'S OFFICE TO HUMAN RESOURCES

Recently, I met with the Auditor-Controller and a hired consultant to go over the office's workload, training considerations, staffing issues and upcoming projects (there are 20 projects – all with immediate needs and some having 50 separate steps to complete, including the 21-22 Annual Audit due March 31).

Some other items include (not all listed):

FY 21-22 year-end closing

Identifying why the cash module in Munis doesn't balance and hasn't for two years

FY 21-22 Cost Plan

FY 22-23 mid-year budget

Dealing with some CalPers Issues related to payroll

Move Capital Assets from Pentamation into Munis

State Controller Office Reporting FY 21-22

AB8 Calculations

FY 22-23 Cost Plan

It is quite a heavy lift. We discussed the office's needs as well as the idea of switching to the new payroll system – something that needs to happen this fiscal year while we have the initial support of Munis (Tyler) for the migration. I was informed this could not happen due to the current workload and due to the uncertainty of what it might cause in the Munis system in regards to the Cash Accounting issues (this was an audit finding noted in our 20- 21 Annual Audit). At that point, I discussed the idea of moving payroll functions out of the Auditor's Office to alleviate the workload and move functions to the Human Resources Office to facilitate moving forward with the migration.

Concerns were then voiced about separation of duties (checks and balances) between the Auditor-Controller's Office and HR for payroll functions. While this is understandable as many counties operate in this manner, it should be pointed out that many California cities and counties have payroll operating completely out of HR or even out of the Auditor-Controller's Office only. It is really a matter of which department has capacity and understanding of the process and can get it done most efficiently. This could be a permanent solution or a temporary solution depending on how the workload, training and staffing occur in the Auditor-Controller's Office, which has undergone tremendous change over the past year. This, in no way, reflects upon the current Auditor-Controller but the situation is what it is at this point.

As the Board is aware, there is increasing complexity to payroll due to CalPers, EDD requirements, and more – something HR deals with on a daily basis. Migrating to the new payroll system must happen. Previous attempts to migrate to a new system have been stymied and the County now has no timeline left nor does it have a back-up plan if the current end-of-life payroll software quits functioning. This entire memo is not meant to cast dispersion on any department; everyone is overloaded, but we need to make this switch now to facilitate starting FY2022-23 with the new system.

TIMELINE: Moving the payroll functions from the Auditor-Controller's Office would occur in January 2023.

COST: \$93,073.84 – benefits included for a second Payroll Specialist (On-going General Fund commitment).

PAYROLL SYSTEM MIGRATION (Please see Memo with Timeline and Key Dates from Greg Ellingson, Director of Information Technology)

TIMELINE: The migration from FinancePLUS (Pentimation) to Munis' HR Module would begin in January 2023. Detailed timeline attached.

COST: \$185 per hour for Munis Training for \$30,000-\$40,000 cost over the migration period. This one-time cost would be covered by the LATCF funds.

Action:

The County Administrative Office respectfully requests that the Board of Supervisors approve hiring another Payroll Specialist position (located within the Human Resources Department) to assist with the payroll transition. This person, along with the hired consultant, would work between Human Resources and the Auditor-Controller's as the migration moves forward, thus creating a cross-trained Human Resource Specialist that understands both the Auditor-Controller functions as well as the Human Resources side of the equation. The CAO will oversee this process to facilitate the migration from FinancePLUS (Pentimation) to Tyler/Munis' HR Module.

1. Approve migration to a new payroll system and one-time use of LATCF funds for training.
2. Adopt Resolution to amend the position allocation for Budget Year 2022/2023 for Human Resources Department #20035, establishing a Payroll Specialist position

Attachments:

1. IT Board Memo - Payroll Migration (1-10-23)
2. Email Pentimation_20221221_115608
3. Munis Timeline - Key Dates - Final 12-20-22
4. Munis Timeline - Final 12-20-22
5. Treasurer-Payroll Conversion Mtg Memo 01 05 2023
6. Item 4.B. - Auditor-Controller back-up from discussion 01.03.2023 for Item 5.A.
7. HR-Munis Payroll Conversion
8. Resolution to amend the position allocation for Budget year 2022-2023 for dept. 20035

Plumas County Department of Information Technology



County Courthouse, 520 Main Street, Room 211

Quincy, California 95971

Phone: (530) 283-6263

Fax: (530) 283-0946

Greg Ellingson
Director of Information
Technology

DATE: December 20th, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology
SUBJECT: PAYROLL SYSTEM MIGRATION UPDATE

This memo will revisit the importance from an Information Technology perspective of the need for a timely migration to our new Human Resources system Munis in 2023. As you are all aware, Plumas County continues to use our legacy system FinancePlus (Pentamation) for employee payroll purposes. This system has been in use for more than 15 years and was not updated during its lifespan. There are many concerns regarding its continued usage, and I will discuss them each briefly in the following paragraphs.

This system, due to its age, is a security risk to the county. Many software vulnerabilities exist that cannot be avoided or patched due to end of operating system support from Microsoft. Information technology staff have taken all possible actions to isolate this system from any form of unwanted access, but this cannot be guaranteed due to the age of the operating system and software being used.

Annual cost to the county to maintain & support our current payroll system is \$13,636.30. Instability from the company providing these services has been noticeable with the company changing hands multiple times over the past few years. CentralSquare, the current providers, have mentioned that the software version being used by the County is considered end of life, and support may end if they are unable to retain veteran employees that have knowledge of this specific version.

Due to the outlined issues and concerns with our legacy payroll system, I strongly suggest that the County swiftly move forward with the HR / payroll migration as outlined in the timeline provided.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Ellingson".

Greg Ellingson
Plumas County Director of Information Technology

Selvage, Nancy

From: Brian Rubin (Lake Mary) <Brian.Rubin@superion.com>
Sent: Friday, May 26, 2017 8:51 AM
Cc: Amy Basnage (Bethlehem); Chris McAtee (Bethlehem)
Subject: PLUS Regulatory & EEO-4 Supported Version Update

Hello PLUS Users,

As a follow up to last year's communication, our customer base is distributed across many versions of FinancePLUS and CommunityPLUS, the oldest of which was released more than a decade ago. This creates challenges that limit our ability to serve you. The most serious issue is that several technologies, which are required for older PLUS versions, are no longer supported by their respective vendors.

Some examples are:

- FourJs - Genero versions older than 2.02, this is the run time environment for the PLUS products.
- Microsoft – Windows Server 2000, 2003 and Database SQL Server 2000.
- Informix 11.1 and older
- Red Hat Linux 3 and older
- HP-UX 11i and older

There are many advantages to you for staying current on your PLUS software release including:

- Your users will benefit from new, advanced features and functions.
- You can take advantage of training and professional service offerings not available to customers on older versions of PLUS.
- You will also benefit from faster support response, as we are able to support the current versions more efficiently.
- The security risks of running unsupported OS/DBS versions is mitigated.

Therefore, in order to improve the value we provide to all of our PLUS customers, we will offer regulatory support for only the current version and two previous major releases of PLUS going forward. With 5.1/9.1 currently released, Superion will now provide regulatory updates for 5.1, 5.0 and 4.3 only. There will be a surcharge for regulatory updates for the unsupported versions of FinancePLUS. This includes State Regulatory, Federal Regulatory including Affordable Care Act, W2/1099 releases and EEO-4 reporting.

- The surcharge for EEO-4 will be waived if an upgrade contract to the latest version is signed by September 30, 2017.
- In order to focus resources on best serving our customers, this will be the final year that Superion will offer regulatory updates for the unsupported versions of FinancePLUS.

To plan an upgrade to the latest version of FinancePLUS and CommunityPLUS, please feel free to reach out to Chris McAtee (Chris.McAtee@Superion.com). Please reach out to me or Amy Basnage if you have any questions. Amy can be reached at Amy.Basnage@superion.com. My contact information appears below and I look forward to being of assistance.

Thanks,



Brian Rubin • Product Manager
1000 Business Center Dr, Lake Mary FL 32746
m. 407.986.0607 • brian.rubin@superion.com

Human Capital Management Conversion to MUNIS - Key Dates

JANUARY: WEEKS 27-23

- Start duplication entry into Munis
- Check the 2023-2024 tax tables
- Import leave accrual tables
- Complete time entry templates for each department
- Test process: PR/HR Setup - Complete
- Test process: Payroll Processing (1st half)
- Refresher training on payroll processing
- Run pay period #15 parallel & audit
- Test process: Position Control and Budgeting - Complete
- Test process: Benefits Administration

FEBRUARY: WEEKS 23-19

- Test process: Accident and Injuries - Complete
- Test process: Grievances/Disciplinary - Complete
- Test process: Substance Testing - Complete
- Test process: Case Management - Complete
- Test process: Driver's Licenses - Complete
- Run pay period #16 parallel & audit
- Test process: Payroll Processing (2nd half) - Complete
- Test process: Payroll Setup
- Test process: Employee Maintenance - Complete
- Run pay period #17 parallel & audit
- Test process: Employee History - Complete

MARCH: WEEKS 19-15

- Opportunity for training and catch-up
- Run pay period #18 parallel & audit
- Run pay period #19 parallel & audit

APRIL: WEEKS 15-10

- Run pay period #20 parallel & audit
- Launch Employee Self-Service Portal and work out bugs
- Test process: Reporting - Complete
- Test process: Recruiting - Complete
- Test process: Human Resources - Complete
- Run pay period #21 parallel & audit
- Test process: Training & Certifications - Complete
- Test process: Evaluations - Complete
- Test process: Expense claims entry via Munis - Complete
- Test process: Cash advances - Complete
- Test process: Create GB invoice for expense overpayment - Complete
- Test process: Convert claim to AP invoice - Complete
- Test process: Convert claim to PR run - Complete
- Run pay period #22 parallel & audit

MAY: WEEKS 10-6

- Test process: Employee Self Service - Complete
- Run pay period #23 parallel & audit
- Test process: CalPERS Reporting
- Opportunity for training and catch-up

JUNE: WEEKS 6-1

- Complete Payroll HR Go-Live Checklist
- Run pay period #24 parallel & audit
- Opportunity for training and catch-up
- Run pay period #25 parallel & audit
- Run pay period #26 parallel & audit
- Import all 2023 parallels into Production
- GO LIVE for pay period #27!!**

Munis Project Timeline – January 2023 through June 2023

Human Capital Management Conversion to MUNIS

Goal: Run first full payroll out of Munis for PP#27 (6/18/22 through 7/1/22)

***Note – all parallels MUST be done in Production for taxes and reports to run correctly (until things are squared away, parallels can be done in Train and once the file matches Pentamation, it can be imported into PROD)**

Training Needs:

Refresher on Running Payroll – ideally scheduled during the week of 1/15/23-1/20/22

Flores “OT” calculations – not coming out right yet (could be included in the payroll refresher training)

CalPERS setup & reporting

Creating longevity tables

ACA Reporting – 2022 won’t be done through Munis but we’ll need to confirm everything works before we hit the Go-Live date.

Color Key: **HR** **Auditor** **IT**

27 Weeks to Go! 1/1/23 – 1/7/23

- Start doing duplication into Pentamation & Munis**
- Confirm that 2023-2024 tax tables are set up correctly – see the “Taxes” & “Update Tax Tables” documents on SharePoint
- Delete old pay schedules and create new ones – see the “Pay Schedules” document on SharePoint
- Leave accrual tables imported
- Time Entry templates created for each department

Test Process: PR/HR Setup –

- Export a list of all location codes to Excel and check that they are in properly
- Export a list of all Group/BU codes to Excel and check that they are in properly
- Search for all current Salary Tables and/or Pay Bands and check that they are in properly
- Export a list of all Personnel Action codes to Excel and check that they are in properly
- Export a list of all Inactive/Termination codes to Excel and check that they are in properly
- Export list of Personnel Status codes to Excel and check that they are in properly
- Export a list of all Job classes to Excel and check that they are in properly
- Search for all Non-Exempt Job Classes and check that they are in properly
- Search for all Temporary and Seasonal Job Classes and check that they are in properly
- Search for all Job Classes with a default Vacation leave accrual type and check that they are in properly

26 Weeks to Go! 1/8/23 – 1/14/23

Test Process: PR/HR Setup –

- Search for all Positions in a specific location and check that they are in properly
- Search for all Positions on a Salary Table or Pay Band and check that they are in properly
- Search for all Positions with a Payroll Allocation code and check that they are in properly
- Search for all Pay Codes with a category of 'Base Pay' and check that they are in properly
- Search for all Pay Codes associated with leave or absence and check that they are in properly
- Search for all pay codes (Cell Phone, Clothing, Tool, Car, etc.) and check that they are in properly
- Search for all Employer Paid Benefit deduction codes and check that they are in properly
- Search for all deduction codes associated with a charitable donation and check that they are in properly
- Search for the Basic Life Insurance deduction codes and check that they are in properly
- Search for all Medical Insurance deduction codes and check that they are in properly
- Search for all Sick Leave accrual tables and check that they are in properly
- Search for all Accrual Tables in which the leave balance is carried forward at the End of the Year to the Next Year and check that they are in/working properly

25 Weeks to Go! 1/15/23 – 1/21/23

- Time entry templates complete and imported into Munis for PP15

Test Process: Payroll Processing –

- Start a new payroll warrant for the current pay period
- Start a new Time Entry batch for the current payroll
- In the Time Entry batch enter all hours for an hourly paid employee
- In the Time Entry batch enter leave/absence hours for a salaried employee
- Proof the Time Entry batch
- Verify the Time Entry batch or submit it through Workflow
- Move the Time Entry batch into the Payroll
- Generate Earnings and Deductions for 1 Group/BU or 1 Location
- Move time and attendance batch(es) into the current payroll
- Display the Earnings and Deductions error report
- Search for all Earnings and Deductions records with an error (Error Level is not 0)
- Correct the serious errors listed

24 Weeks to Go! 1/22/23 – 1/28/23

- Run PP#15 parallel and audit

Test Process: Position Control and Budgeting –

- Add a position control record for a new police officer, firefighter, correctional officer, or teacher position that has been approved by the Budget
- Change a position FTE from 1.0 to 0.5

- Find a Vacant Position and designate it as Inactive
- Run the Vacancy Report to create a list of all vacant positions.

Test Process: Benefits Administration –

- Update the Medical and Dental Insurance Coverage for an employee who has changed from Employee Only to Employee and Spouse
- Add a record for an employee who has recently enrolled in a Voluntary insurance benefit (AFLAC, Voluntary Life, Voluntary Life Spouse, AD&D)
- Simulate creating new Health Insurance Premium table records for the upcoming Benefit Plan year

23 Weeks to Go! 1/29/23 – 2/4/23

- Resolve any PP#15 Parallel issues
- Time entry templates complete and into Munis for PP#16

Test Process: Accidents and Injuries –

- Create Injury record for an employee injured at work
- Add/Maintain additional details associated with the Injury record

Test Process: Grievances/Disciplinary –

- Enter Grievances record for an employee who is disputing unpaid wages
- Add details of individual states of the grievance case
- Run reports for Case Listings and Case Details

Test Process: Substance Testing –

- Create Substance Testing records in mass for a group of employees using the 'Create Rec' function
- Run the Random function to randomly select 4% of employees for a Random Substance Test
- Update the Employee Substance Test Detail records with the results of the Random Substance Test

Test Process: Case Management –

- Create an employee case management record for an employee who has been disciplined.
- Review case management records through the Case Management History program

Test Process: Driver's Licenses –

- Add a Driver's License record for a new employee
- Search for all Driver's Licenses that are set to expire in the next 12 months

22 Weeks to Go! 2/5/23 – 2/11/23

- Run PP#16 parallel in Munis

Test Process: Payroll Processing –

- Run the Employee Update process
- Create the Direct Deposit File for the bank

- Print payroll Direct Deposit Advices
- Print Payroll Checks
- Print the Payroll Check Register
- Create the Positive Pay file for the bank
- Process the GL Distribution Journal; verify and post journal entries in GL
- Process a void payroll; void a check from the payroll you processed

Test Process: Payroll Setup

- Search for Current Year Married Federal Income Tax Table
- Find the Dependent Deduction Allowance for Federal Income Tax
- Export a list of all Location codes to Microsoft Excel
- Export a list of all Group/BU codes to Microsoft Excel
- Search for the Routing Transit Number of a local Credit Union
- Search for all Pay codes with a category of 'Base Pay'
- Search for all Pay codes associated with leave or absence
- Search for all allowance pay codes (Cell Phone, Clothing, Tool, Car, etc.)
- Search for all Employer Paid Benefit deductions
- Search for all deduction records associated with Direct Deposit
- Search for the Basic Life Insurance deduction
- Search for all Medical Insurance deductions
- Search for the record(s) controlling exemptions/exceptions for Medicare Tax
- Search for all Sick Leave accrual tables
- Search for all Accrual Tables in which the leave balance is carry forwarded at the End of the Year to the Next Year

21 Weeks to Go! 2/12/23 – 2/18/23

- Resolve any PP#16 Parallel issues
- Time entry templates complete and into Munis for PP#17

Test Process: Employee Maintenance –

- Search for an employee by last name
- Search for all employees in a specific Group/BU
- Search for all employees born hired before 1/1/2015
- Add a Child Support deduction to an employee
- Change an Employee Federal Tax deduction record from Married to Single
- Add a new Flat Amount Direct Deposit for \$100.00 to an employee
- Add an Accrual History record for an employee that forgot to record 8 hours of Sick Leave on his/her timesheet
- Add an Accrual History record for an employee that earned 4.5 hours of Sick Leave that was not correctly awarded last month

20 Weeks to Go! 2/19/23 – 2/25/23

- Run PP#17 parallel in Munis

Test Process: Employee Inquiry –

- Search for all Active employees with a BiWeekly pay frequency
- Search for all Active employees with a Direct Deposit advice deliver of 'P - Print Advice'
- Search for all employees hired since January 1 of the current year
- Search for all Base Pay records for active employees in a specific Group/BU
- Search for all active employees with a annual salary greater than \$50,000
- Search for all active employees with an allowance pay (Cell Phone, Clothing, Moving, etc.)
- Search for all active employees with a Federal Income Tax status of 'Single'
- Search for all active employees with a Flat Amount Direct Deposit deduction
- Search for all active employees with a Child Support wage garnishment deduction
- Search for all employees who are currently set to Prenote for Direct Deposit
- Search for all employees who have no remaining Sick Leave time
- Search for the employee with the most available Vacation or PTO time

19 Weeks to Go! 2/26/23 – 3/4/23

- Resolve any PP#17 Parallel issues
- Time entry templates complete and into Munis for PP#18
- Opportunity for training/catching up**

18 Weeks to Go! 3/5/23 – 3/11/23

- Run PP#18 parallel in Munis
- Opportunity for training/catching up**

17 Weeks to Go! 3/12/23 – 3/18/23

- Resolve any PP#18 Parallel issues**
- Time entry templates complete and into Munis for PP#19
- Opportunity for training/catching up**

16 Weeks to Go! 3/19/23 – 3/25/23

- Run PP#19 parallel in Munis
- Opportunity for training/catching up**

15 Weeks to Go! 3/26/23 – 4/1/23

- Resolve any PP#19 Parallel issues**
- Time entry templates complete and into Munis for PP#20
- Opportunity for training/catching up**

14 Weeks to Go! 4/2/23 – 4/8/23

- Run PP#20 parallel in Munis
- Launch Employee Self-Service Portal**

Test Process: Reporting –

- Run the Quarterly 941 Report
- Run the State Retirement Report(s)

13 Weeks to Go! 4/9/23 – 4/15/23

- Resolve any PP#20 Parallel issues
- Time entry templates complete and into Munis for PP#21

Test Process: Recruiting –

- Add Job Opening Requisitions using Job Opening File Maintenance
- Add pending applicants through Applicant Tracking F/M including skills, education, references, reference checks, interviews, work history, tests/conditions
- Transfer new hires via Personnel Actions Entry

Test Process: Human Resources –

- Add a job opening record through the Job Opening program.
- Create an evaluation for an employee

12 Weeks to Go! 4/16/23 – 4/22/23

- Run PP#21 parallel in Munis

Test Process: Training & Certifications –

- Create Training & Certifications records

Test Process: Training & Certifications –

- Create Training & Certifications records

Test Process: Evaluations –

- Create Evaluations

11 Weeks to Go! 4/23/23 – 4/29/23

- Resolve any PP#21 Parallel issues
- Time entry templates complete and into Munis for PP#22

Test Process: Expense claim entry via Munis –

- Enter expense claim using different templates
- Enter expense claim using GSA per diem
- Enter expense claim using information expenses
- Enter expense claim using attachments
- Enter expense claim using estimates
- Enter expense claim using actuals

Test Process: Allocating accounts –

- Enter expense claim using actuals

10 Weeks to Go! 4/30/23 – 5/6/23

- Run PP#22 parallel in Munis

Test Process: Cash advances –

- Process cash advances for overpayments
- Process cash advances for underpayments

Test Process: Create GB invoice for expense overpayment –

- Create GB Invoice for expense overpayment

Test Process: Convert claim to AP invoice –

- Convert claim to AP invoice using one time vendors
- Convert claim to AP invoice using individual vendor records

Test Process: Convert claim to PR run –

- Convert claim to PR run using different pay codes

9 Weeks to Go! 5/7/23 – 5/13/23

- Resolve any PP#22 Parallel issues
- Time entry templates complete and into Munis for PP#23

Test Process: Employee Self Service

- Search for all Accrual Tables in which employees can view and request time off on Employee Self Service
- Change an employee to receive W2's through ESS only
- Approve a W-4 Request that an employees submitted on Employee Self Service
- Enter expense claim using different templates
- Enter expense claim using GSA per diem
- Enter expense claim using information expenses
- Enter expense claim using attachments
- Enter expense claim using estimates

8 Weeks to Go! 5/14/23 – 5/20/23

- Run PP#23 parallel in Munis

Test Process: CalPERS Reporting

- Create XML file for submission

7 Weeks to Go! 5/21/23 – 5/27/23

- Resolve any PP#23 Parallel issues

- Time entry templates complete and into Munis for PP#24
- Opportunity for training/catching up**

6 Weeks to Go! 5/28/23 – 6/3/23

- Run PP#24 parallel in Munis
- Complete Payroll HR Go-Live Checklist**
- Opportunity for training/catching up**

5 Weeks to Go! 6/4/23 – 6/10/23

- Resolve any PP#24 Parallel issues
- Time entry templates complete and into Munis for PP#25
- Opportunity for training/catching up**

4 Weeks to Go! 6/11/23 – 6/17/23

- Run PP#25 parallel in Munis
- Opportunity for training/catching up**

3 Weeks to Go! 6/18/23 – 6/24/23

- Resolve any PP#25 Parallel issues
- Time entry templates complete and into Munis for PP#26

2 Weeks to Go! 6/25/23 – 7/1/23

- Run PP#26 parallel in Munis

1 Weeks to Go! 7/2/23 – 7/8/23

- Resolve any PP#26 Parallel issues
- Time entry templates complete and into Munis for PP#27
- Previous parallels all imported into PROD**

GO LIVE – PAYPERIOD #27



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctc@countyofplumas.com
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283-6259

DATE: January 4, 2023

TO: Munis Payroll Conversion Committee
Greg Ellingson, Melodie Silvia, Martee Graham, Debra Lucero, Supervisor Ceresola,
Supervisor Hagwood, Nancy Selvage, Gretchen Stuhr

FROM: Julie A. White 
Plumas County Treasurer-Tax Collector

SUBJECT: Payroll Conversion Committee Meeting ~ January 6th, 2023

I am not able to be present at the meeting Friday, January 6th and was requested by the CAO to write a memo of my concerns and potential solutions for the implementation of the payroll system. A brief history from the beginning of the project was that there was a module for payroll, fixed assets, finance and the treasury/cash management. The treasury/cash management was not purchased for unknown reasons but is needed and will be purchased at a later date. The Auditor's office was to complete fixed assets, work with the Treasurer on finance module and work with HR for payroll conversion.

As I mentioned at the BOS meeting January 3rd, 2023, the whole picture of payroll conversion, moving HR, removing payroll from Auditor to HR needs to be addressed separately. The reason being the financial cost, physical cost on employees that are already stressed and have extensive workloads, the departmental fiscal checks and balances and the different functions of each department.

At this time, we have been tasked by the BOS to move forward with the conversion with weekly updates which is a positive approach for all, County and Tyler Munis, to be accountable for getting this project completed. Following are the concerns and potential solutions:

- 1.) Treasurer is **not** involved in payroll processing, calculating, pre-calcs, time earned etc.
Treasurer **is** involved per G.C. 27005 to move the payroll/income taxes/retirement cash per authorization from the Auditor's office. Therefore, I have not been involved in the conversion training but am happy to be involved moving forward.
- 2.) Auditor's office has new staff within last six months, only 1 employee is currently employed that was involved with the conversion training previously.
- 3.) New staff is a new opportunity to move forward in a progressive manner.
- 4.) Create a payroll flow chart of what the Auditor and HR departments are responsible for.
- 5.) I.T. create a Project Manager, Melodie Silvia, to direct the departments through each step of the flow chart. Melodie has spent extensive time on the payroll conversion already.
- 6.) The Project Manager has already created a timeline for project completion per Greg, I.T.

- 7.) I.T. department will work with Tyler Munis staff to assist with trainings and program deficiencies.
- 8.) Auditor and Treasurer are concerned about implementing the new payroll system with the financial module not being balanced to treasurer cash. However, these departments are currently working together with Tyler Munis, Craig Goodman, Smith & Newell to identify these issues and get them resolved.
- 9.) The County can't remain immobile in all these areas, we can work together to bring the different modules together to work appropriately.

I will remain a team player throughout the payroll conversion and finance module. I feel very strongly that relocating employees to a different department while moving forward with the conversion will not be positive. Time and resources will be lost while the transition is made where we are already at the 5th year.

I would then like to move forward with the purchase of the treasury/cash management module for the Treasurer's office. Our cash balancing software is an in-house written excel format which serves us but not as well as a current software system.

I would also like to suggest that we set a brief weekly committee meeting date/time so we are all prepared as a team for the BOS meeting the following weeks.

Thank you.

PAYROLL DUTIES

- COLLECT TIMECARDS AND AUDIT FOR MISCALCULATIONS OR ERRORS, CONTACT DEPARTMENT IF CORRECTIONS NEEDED
- SEND COPIES OF TIMECARDS TO HR FOR NON COMPS OR SB114 HOURS THAT NEEDS ADJUSTMENTS
- SEND COPIES OF TIMECARDS TO HR WHEN REQUESTED FOR VARIOUS REASONS
- INPUT EMPLOYEE AND DISTRICT TIME INTO THE PAYROLL SYSTEM- CHECKING LEAVE BALANCES TO TIME REQUESTED FOR ACCURACY.
- PULL PREVIOUS TIMECARDS FOR SUPPLEMENTAL TIMECARDS SUBMITTED, ENSURING TIME WAS NOT PREVIOUSLY PAID
- PROCESS UNIFORM, BOOT AND TOOL ALLOWANCES WHEN SUBMITTED.
- PROCESS VACATION BUY BACKS
- REVIEW AND VERIFY INFO ON PAF'S MATCH HR ENTRIES FOR NEW EMPLOYEE'S, SEPERATIONS WITH PAYOFF'S, MERIT INCREASES WITH RETRO'S, RETIREE'S WITH PAYOFF'S AND SICK LEAVE CONVERSION CALCULATIONS TO COVER INSURANCE PREMIUMS
- PROCESS TRAVEL MEAL REIMBURSMENT CLAIMS FOR NON-OVERNIGHT MEALS
- REVIEW THE PRECALCULATION TO THE BIWEEKLY TIME SHEETS AND THE TIMECARDS TO ENSURE ACCURACY, MAKE CORRECTIONS AS NEEDED
- COMMUNICATE WITH HR FOR NECESSARY ADJUSTMENTS THAT NEED TO BE MADE ON THE HR SIDE.
- PROCESS AND PRINT PAYROLL CHECKS, VOUCHERS, DIRECT DEPOSIT REPORT, CHECK REGISTER, DEDUCTION SUMMARY, PAYROLL JOURNAL, DEDUCTION REGISTER, AND OTHER PAYROLL REPORTS, PRINT LEAVE BALANCES, BIWEEKLY TIMESHEETS, AND DISTRIBUTION REPORTS FOR EACH DEPARTMENT THAT HAS REQUESTED THEM
- FAX PAYROLL CONFIRMATION TO PLUMAS BANK
- UPLOAD PAYROLL ACH FILE TO PLUMAS BANK
- PREPARE ET'S FOR PR DD TO PLUMAS BANK, PR TAXES (FICA/MEDICARE, STATE, FEDERAL AND SDI TAXES) AND PENN FIRE SDI. NEED COPY OF THE DEDUCTION SUMMARY AND THE DIRECT DEPOSIT REGISTER, COMPLETE THE EDD STATE AND SDI FORMS AND THE FEDERAL FILLABLE FORM, SEND TO TREASURER FOR PROCESSING, INPUT INTO MUNIS FOR POSTING
- PREPARE PAYROLL PACKETS TO DISTRIBUTE, MAIL ALL OTHER PAYROLL CHECKS AND VOUCHERS,
- UPLOAD MANUAL WARRANTS TO MUNIS AND UNION BANK
- POSTING PAYROLL JOURNAL TO MUNIS

- PROCESS PAYROLL STANDARDS (WAGE ATTACHMENTS, CHILD SUPPORT, NATIONWIDE, METLIFE, VALIC, COLONIAL, AFLAC ASSOCIATION DUES, QUINCY FIRE, BCSA AND IVR&P SDI) CREATE A NEW VENDOR IN MUNIS IF A NEW WITHHOLDING ORDER RECEIVED
- HAND OUT PAYROLL AND ENSURE EACH ASSIGNED DEPARTMENT PERSON SIGNS FOR IT
- REPLY TO DEPARTMENT QUESTIONS REGARDING PAYROLL.
- REVIEW RETIREE HEALTH INSURANCE SICK LEAVE SPREADSHEET EACH MONTH AND UPDATE IF A NEW RETIREE OR A RETIREE HAS TURNED 65. UPDATE SICK LEAVE HOURS, ENSURE PREMIUM AMOUNTS ARE ACCURATE PROCESS RETIREE CHECKS FIRST PAYROLL OF EACH MONTH.
- MONITOR RETIRED ANNUITANT HOURS THAT THEY DO NOT EXCEED 960/YEAR
- MONITOR EXTRA HELP HOURS THAT THEY DO NOT EXCEED 1560/YEAR
- PROCESS COORDINATING BENEFITS AS ABLE TO (RECEIVE COPY OF DISABILITY OR WORKMANS COMP PAYMENTS FROM HR, COORDINATE WITH SICK LEAVE, VACATION OR CTO THAT WAS TAKEN.
- PROCESS MANUAL CHECKS AS NEEDED, VOID MANUAL CHECKS AS NEEDED AND ENSURE THESE AMOUNTS ARE EITHER ADDED OR DEDUCTED FROM THE TAXES
- JANUARY IS ENGINEERING, FAIR AND FACILITIES BOOT ALLOWANCE PROCESSING.
- JULY IS PUBLIC WORKS BOOT AND TOOL ALLOWANCE PROCESSING.
- DECEMBER IS SHERIFF UNIFORM ALLOWANCE PROCESSING.

CALPERS RETIREMENT

- PROCESS AFTER EACH PAYROLL FOR THE COUNTY, WEST ALMANOR AND PENN FIRE
- GET DEDUCTION REGISTERS AND ENTER BALANCES INTO RETIREMENT SPREADSHEET, MATCHING CODES
- PRINT CALPERS REPORTS FROM PENTAMATION AND MATCH AMOUNTS FROM REPORTS TO AMOUNTS ADDED TO THE SPREADSHEET BY DEDUCTION CODES. ENSURE AMOUNTS BALANCE. MANUAL WARRANTS ARE NOT PICKED UP ON THE CALPERS REPORT, MUST MANUALLY ENTER THOSE AMOUNTS TO THE SPREADSHEET.
- ONCE BALANCED UPLOAD THE MAGNETIC MEDIA FILE TO CALPERS, REPORT ON RETIRED ANNUITANTS, FIXING ANY ERRORS BEFORE POSTING
- PREPARE AND PROCESS ET'S FOR COUNTY, WEST ALMANOR AND PENN FIRE CALPERS RETIREMENT

CALPERS HEALTH

- CREATE A CHECK HISTORY FILE FROM LIFEBOAT FOR PAYPERIODS COLLECTED
- CREATE A PIVOT TABLE FOR ALL PREMIUMS COLLECTED
- DOUBLE CHECK AMOUNTS COLLECTED ARE SAME AS AMOUNT FROM CALPERS BILL

- NOTIFY HR IF ADJUSTMENTS NEED TO BE MADE. UPDATE THE JOURNAL IMPORT TO POST AMOUNTS TO THE PROPER DEPARTMENTS
- CREATE ET'S TO BE PAID, IMPORT THE JOURNAL TO MUNIS AND POST ON SPECIFIED DATE.
- ET'S AND JOURNALS ARE CREATED FOR COUNTY, PENN FIRE, WEST ALMANOR, LAFCO, CENTRAL PLUMAS AND QUINCY FIRE AND HAMILTON BRANCH CALPERS HEALTH

CALPERS UNFUNDDED

- CREATE ET'S AND JOURNALS TO PAY UNFUNDDED CALPERS FOR THE COUNTY, DA, WEST ALMANOR, PENN FIRE AND HAMILTON BRANCH. ALSO NEED TO PAY UNFUNDDED

RETIREE A/P CHECKS

- ARE DUE THE 15TH OF EACH MONTH.
- NEED TO RUN A CALPERS HEALTH REPORT FOR THE RETIREE'S.
- CHECK PREMIUM AMOUNTS TO AMOUNTS ON MASTER SPREAD SHEET, ENSURING ACCURACY AND NO CHANGES. ONCE AN EMPLOYEE TURNS 65 THEY ARE RESPONSIBLE FOR THE ENTIRE AMOUNT.
- ENTER AMOUNT TO BE REFUNDED TO RETIREE FOR THE COUNTY'S PORTION IN RECURRING INVOICES, CHANGING THE DATE, CREATE INVOICES, PRINT INVOICE ENTRY TO PREPARE FOR CHECK PRINTING.

OPERATING ENGINEERS

- CREATE A PIVOT TABLE FROM PAYPERIODS AND AMOUNT COLLECTED.
- BALANCE TO THE BILL, MAKING NECESSARY UPDATES, ADDING AND REMOVING.
- LET HR KNOW ANY ADJUSTMENTS THAT NEED TO BE MADE. PREPARE THE BILL AND CLAIM FOR AUDITING AND CHECK PROCESSING.
- IF AN EMPLOYEE HAS BEEN OUT NOT ON FMLA AND THE COUNTY HAS BEEN UNABLE TO COLLECT THE PREMIUM, THEN A BILL MUST BE SENT TO THE EMPLOYEE TO PAY OR THE COUNTY MUST DROP THEM
- A JOURNAL MUST BE CREATED EACH MONTH OR QUARTERLY FOR THE RETIREE'S HEALTH CHARGEING THE DEPARTMENT FOR THE COUNTY'S PORTION OF BENEFITS
- SEND RETIREE'S A MEMO WITH RATE CHANGE INFORMATION
- SEND RETIREE'S NEW RATE PAYMENT COUPONS FOR MAKING PAYMENTS

DENTAL AND VISION

- CREATE A PIVOT TABLE FROM PAYPERIODS AND AMOUNT COLLECTED.
- BALANCE TO THE BILL, MAKING NECESSARY UPDATES, ADDING AND REMOVING.
- LET HR KNOW ANY ADJUSTMENTS THAT NEED TO BE MADE. PREPARE THE BILL AND CLAIM FOR AUDITING AND CHECK PROCESSING.
- SEND RETIREE'S A MEMO WITH RATE CHANGE INFORMATION
- SEND RETIREE'S NEW RATE PAYMENT COUPONS FOR MAKING PAYMENTS
- A JOURNAL MUST BE CREATED EACH MONTH OR QUARTERLY FOR THE RETIREE'S HEALTH CHARGEING THE DEPARTMENT FOR THE COUNTY'S PORTION OF BENEFITS

CSAC LIFE AND MONEY LIFE

- CREATE A PIVOT TABLE FROM PAYPERIODS AND AMOUNT COLLECTED.
- BALANCE TO THE BILL, MAKING NECESSARY UPDATES, ADDING AND REMOVING.
- LET HR KNOW ANY ADJUSTMENTS THAT NEED TO BE MADE. PREPARE THE BILL AND CLAIM FOR AUDITING AND CHECK PROCESSING.
- A JOURNAL MUST BE CREATED EACH MONTH OR QUARTERLY FOR THE RETIREE'S HEALTH CHARGEING THE DEPARTMENT FOR THE COUNTY'S PORTION OF BENEFITS
- SEND RETIREE'S A MEMO WITH RATE CHANGE INFORMATION

UNION DUES

- CREATE A PIVOT TABLE FROM PAYPERIODS AND AMOUNT COLLECTED.
- BALANCE TO THE BILL, MAKING NECESSARY UPDATES, ADDING AND REMOVING.
- LET HR KNOW ANY ADJUSTMENTS THAT NEED TO BE MADE. PREPARE THE BILL AND CLAIM FOR AUDITING AND CHECK PROCESSING.

PORAC DUES

- RECEIVE THE BILL FROM PROBATION DEPARTMENT, CREATE A CLAIM TO PAY THE BILL BALANCE

EDD

- AFTER EACH QUARTER AND BEFORE THE NEXT PAYROLL BEGIN, HAVE GREG MOVE THE LIVE DATA TO THE HR QUARTERLIES.
- CLEAR THE QUARTERLY TOTALS AND CLEAR THE MONTHLY BALANCES
- DON'T RUN MANUAL WARRANTS DURING OR BEFORE THE NEXT PAYROLL ON THE NEXT QUARTER UNTIL DATA IS MOVED.
- CREATE A NEW SPREAD SHEET FOR THE NEW YEAR FOR QUARTERLIES
- CREATE THE 941 FEDERAL TAX REPORT
- CREATE THE DE9 REPORTING

- ENSURE THAT THE AMOUNTS IN THE SPREAD SHEET FROM THE PAYROLL JOURNALS MATCH THE AMOUNTS ON THE 941 REPORTS
- UPLOAD THE DE9C FILE TO THE EDD WEBSITE, MAKE COPIES OF EVERYTHING, MAIL ORIGINAL DE9 CERTIFIED TO EDD
- MAIL THE 941 FEDERAL TAX FORM
- SPECIAL DISTRICTS- ONLY THE 1ST 7,000 UI WAGES IS TAXABLE
- CA WORKSITE REPORT IS ALSO DUE EACH QUARTER, MAKE SURE THE WORKSITE REPORT AND THE QUARTERLY REPORT NUMBERS MATCH.
- MAIL ANY CORRECTIONS THAT NEED TO BE MADE
- DECEMBER, BE SURE TO COMPLETE THE E-FILE AND E-PAY MANDATE WAIVER REQUEST FOR ALL THE SPECIAL DISTRICTS. FAX AND MAIL THE ORIGIANAL REQUEST FORMS. MAKE A COPY FOR THE FILE

YEAR END

- END OF THE YEAR, HAVE GREG MOVE ALL THE LIVE YEAR DATA TO HR QUARTERLIES, CLEAR THE QUARTER TOTALS AND THE CALENDAR TOTALS AFTER LAST PAYROLL OF THE CALENDAR YEAR AND PRIOR TO BEGINNING THE NEXT PAYROLL
- WORK ON 4TH QUARTER QUARTERLIES AND PREPARE FOR W2 PROCESSING

LEGISLATIVE INFORMATION

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[Search](#)[Search Results](#)[Up^](#)[<< Previous](#)[Next >>](#)[cross-reference chaptered bills](#)[PDF | Add To My Favorites](#)Search Phrase: [Highlight](#)**GOVERNMENT CODE - GOV****TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980]** (*Title 2 enacted by Stats. 1943, Ch. 134.*)**DIVISION 3. EXECUTIVE DEPARTMENT [11000 - 15986]** (*Division 3 added by Stats. 1945, Ch. 111.*)**PART 2. CONSTITUTIONAL OFFICERS [12001 - 12790]** (*Part 2 added by Stats. 1945, Ch. 111.*)**CHAPTER 5. Controller [12402 - 12482]** (*Chapter 5 added by Stats. 1945, Ch. 111.*)**ARTICLE 2. Duties [12410 - 12431]** (*Article 2 added by Stats. 1945, Ch. 111.*)

12422.5. (a) On or before January 1, 2015, the **Controller** shall develop **internal control** guidelines applicable to each local agency to prevent and detect financial errors and fraud.

(b) The **Controller** shall develop the **internal control** guidelines based on standards adopted by the American Institute of Certified Public Accountants and with input from any local agency and organizations representing the interests of local agencies, including, but not limited to, the League of California Cities, the California State Association of Counties, the California Special Districts Association, and the California State Association of County Auditors.

(c) On or before January 1, 2015, the **Controller** shall post the completed **internal control** guidelines on the **Controller's** internet website to assist a local agency, as defined in subdivision (f), in establishing a system of **internal controls** to safeguard assets and prevent and detect financial errors and fraud.

(d) The **Controller** shall, with input from the agencies listed in subdivision (b), update the **internal control** guidelines, as the **Controller** deems necessary, and maintain a current version on its internet website.

(e) The **Controller** may audit any local agency for purposes of determining whether the agency's **internal controls** are adequate to detect and prevent financial errors and fraud.

(f) For purposes of this section, "local agency" means a city, county, city and county, special district, or any other local governmental entity, except a school district.

(Amended by Stats. 2021, Ch. 50, Sec. 78. (AB 378) Effective January 1, 2022.)

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] (*Title 3 added by Stats. 1947, Ch. 424.*)

DIVISION 2. OFFICERS [24000 - 28085] (*Division 2 added by Stats. 1947, Ch. 424.*)

PART 3. OTHER OFFICERS [26500 - 27773] (*Part 3 added by Stats. 1947, Ch. 424.*)

CHAPTER 5. County Treasurer [27000 - 27137] (*Chapter 5 added by Stats. 1947, Ch. 424.*)

ARTICLE 1. Duties Generally [27000 - 27013] (*Article 1 added by Stats. 1947, Ch. 424.*)

The treasurer shall disburse the county money and all other money placed in his or her custody by official authority only on county warrants, checks, or electronic fund transfers issued by the county auditor, except for the making of legal investments.
27005.

(Amended by Stats. 1994, Ch. 939, Sec. 8. Effective September 28, 1994. Operative January 1, 1995, by Sec. 29 of Ch. 939.)

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: January 4, 2023

TO: Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: MUNIS Payroll Conversion

BACKGROUND & DISCUSSION:

Human Resources has been involved in the development and training for implementation of the new payroll system, which started in 2017. It has been unfortunate that this has not been implemented to date. I understand the concerns brought up by Julie White and Martee Graham about moving all payroll functions into the HR department for the payroll conversion. I have concerns as well.

An advantage to have all payroll staff working together at one site for the conversion process and to maintain payroll functions would be the ability to communicate and address issues immediately, in a timely manner. This should ensure everyone is working together to streamline the conversion and keep up with current payroll functions. Staff working together is always positive and provides needed support to each other.

My concern is for the Auditor's payroll staff are new to payroll system and without the supervisory expertise and technical support within their office, the conversion will be a challenge for them. Between the two offices for payroll functions, the Auditor's payroll staff continue to work through mistakes on several aspects of payroll functions and continue to struggle. They may have immediate needs for training in understanding payroll functions.

The Auditor has a good list of payroll functions for her department. I would recommend using this list to identify where her staff may need additional training to perform these functions. This will be important for the conversion into the new system due to the differences in system functions as well as current payroll functions.

The Human Resources Department has always worked cooperatively with other departments and will continue to do so. Our goal is to successfully complete the new payroll system conversion.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: January 4, 2023

TO: Michael DeAnda, OE3 Business Representative

FROM: Nancy Selvage, Human Resources Director

SUBJECT: HUMAN RESOURCES PAYROLL SPECIALIST JOB DUTIES

DEFINITION

The Human Resources Payroll Specialist II position works with limited direction from the Human Resources Director. Position performs the most difficult and responsible fiscal work involved in processing the County-wide payroll employee data base system for the purpose of payroll. This position works closely with the Auditor's Payroll Specialist II in ensuring payroll coordination between these two departments is maintained in a professional manner.

The Human Resources Payroll Specialist II performs difficult and complex work involved in human resource operations and activities; to assist with the development, implementation and maintenance of the County personnel program and insurance plans; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the Journey Level position in the Human Resource Payroll Specialist series which performs complex and technical human resource assignments with only general supervision.

REPORTS TO

Human Resources Director

EXAMPLES OF DUTIES, but not limited to the following:

- Assists County staff and the public by answering inquiries concerning personnel transactions, policies, and records, as well as availability and types of employment
- Provides new hire orientation and required paperwork for enrollment into related bargaining unit, health insurance plans, and explains policies and procedures as it relates to payroll
- Maintains payroll information by designing systems; directing the collection, calculation, and entering of employee personnel payroll data.
- Updates payroll records by reviewing and approving changes in exemptions, insurance coverage, savings deductions, and job titles, and department/ division transfers. Update payroll database according to specific MOU stipulations.
- Reviews payroll pre calculations of the payroll accounts by resolving payroll discrepancies making appropriate updates.
- Responsible for setting up employee garnishments
- Provides payroll and personnel information by answering questions and requests.
- Maintains payroll guidelines by writing and updating policies and procedures for County compliance issues.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; advising management on needed actions.
- Maintains employee confidence and protects payroll operations by keeping information confidential, up to date and accurate record keeping.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies. Stays current with labor laws as related to employee payroll.
- Communicates with other County staff regarding potential problems with payroll data.
- Reviews employees personnel action forms (PAF) for accuracy and make corrections as needed.
- Calculates employees' merits and longevity increases by hours worked and dates of employment according to County policies.
- Reviews payroll data base, enters related information into the payroll system according to pay schedules
- Update annual calendar for payroll schedule reflecting payroll periods, paid holidays, and data base due dates.

- Update calendar year employee benefits for copays for health, dental, vision and life insurance by bargaining unit, department heads, elected officials, and unrepresented. Make adjustments in personnel payroll data base and track for accurate payments.
- Calculate, track, and deduct garnishments from employee's disposable income each pay period. Inform employees of garnishment deductions for child support, taxes, vehicle registrations, etc.
- Assist retiring employees with proper paperwork, update them in the data base system with appropriate information and provide updated information to the Auditor's Department. May calculate accrued sick leave for conversion to health benefit payments and enter information into the CalPERS system, per policies.
- Balance AFLAC and Colonial employee's supplemental insurance claims and remit bill to vendor.
- Prepare and process donation of leave requests and track donated hours according to personnel policies.
- Update state and federal tax tables in the payroll automated system each year as required by law and deadline to assure accurate payroll taxes are withheld.
- New hire monthly reports to the state (EDD).
- Update classifications pay scales, codes, and needed information to maintain accurate data base for personnel payroll system.
- Assist with the coordination of the annual personnel budgeting preparation and department reports required for the annual County's budget approval process.
- Coordinate request for unemployment insurance claims, State Disability Insurance, warrants, FMLA, and other required payroll coordination.
- Manage disability claims coordination for employee payroll and leave banks.
- Assist employees with health insurance enrollment applications and process to appropriate agency for enrollments, enroll in payroll system for payment deductions according to plan.
- Ensure Auditor's Payroll Specialist receives copies of personnel records for payroll processing of paychecks according to deadlines.
- Troubleshoot and update data entry to ensure employees' payroll information is current and information maintained in their personnel file as appropriate documentation.
- End of year roll over functions for leave banks.
- Organize and sets up deduction codes for all payroll accounts.
- Works with County employees and management, providing a variety of information and answering questions regarding payroll items, including pay

rates,

- Coordinate employee leaves as it relates to employment benefits, Worker's Compensation, disability, unemployment insurance programs, compensatory time off, and leave banks and keep accurate records.
- Maintains security and confidentiality of employment and personnel records of all current and former County employees.
- Coordinate the Affordable Care Act regulations as it relates to health insurance benefits and the affordability.
- Ensure COBRA insurance is offered to applicable employees and their dependents coordinate offer with PERS system requirements.
- Track, update, and maintain the current list of position allocations for the County departments, including allocated positions and filled positions.
- Contributes to Human Resources team by accomplishing related results as needed.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office environment, continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Knowledge of County personnel policies and functions.
- Policies, procedures, requirements, and method used in a payroll system.
- Principles and methods of financial and statistical recordkeeping.
- Uses of computers in payroll processing
- Laws, rules, and regulations governing financial and payroll procedures and recordkeeping.
- Office methods, procedures, and equipment.
- Correct English usage, spelling, grammar, and punctuation.

- Laws, rules and regulations affecting the County's personnel policies and procedures.
- County hiring rules, including procedures used by the California Interagency Merit System, state and federal labor laws.
- General organization and functions of County government.
- Personnel administration principles, practices, methods, and techniques
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers, software applications related to administrative support work, such as Excel or other spreadsheet software applications.

Ability to:

- Performs a wide variety of difficult and complex financial and statistical work required for County Payroll.
- Interpret and apply rules, laws, and policies governing payroll administration.
- Reconcile discrepancies in payroll and financial records
- Make arithmetical calculations quickly and accurately.
- Operate a variety of computing and office equipment.
- Perform difficult and complex personnel work involving use of considerable amount of independent judgment.
- Interpret, and apply a variety of rules, laws, and policies.
- Identify and handle confidential information.
- Use a personal computer and appropriate software for word processing, recordkeeping, spreadsheets, and other employee tracking systems.
- Deal tactfully and courteously with County staff, representatives of outside agencies, and the general public.
- Establish and maintain professional working relationships at all times.

RESOLUTION NO. 2023-_____

**RESOLUTION TO AMEND THE POSITION ALLOCATION FOR BUDGET YEAR
2022/2023 FOR DEPARTMENT #20035**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2022/2023 Job Classification Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of payroll and the migration of current payroll system into the Munis payroll system; and

WHEREAS, this needed update was recognized by the County Administrative Officer who is now requesting approval of this resolution to amend the 2022-2023 position allocation; and

WHEREAS, it is needed to amend the Position Allocation for Budget Year 2022/2023 in order to accommodate an additional Payroll Specialist to the Human Resources department to support the payroll migration into Munis; and

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

Approve the Position Allocation as follows:

<u>Department 20035</u>	<u>Current FTE</u>	<u>Proposed FTE</u>
HR Payroll Specialist I/II	1.0	2.0

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 on the 10th day of January 2023 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors



**PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Debra Lucero, County Administrative Officer

MEETING DATE: January 10, 2023

SUBJECT: Continued from January 3, 2023: Approve and authorize Human Resources, Risk Management and (a temporary move) of County Counsel to the Old Probation Department; and the approval of one-time funds to assist with the move; discussion and possible action. Four/fifths roll call vote

Recommendation

Approve and authorize Human Resources, Risk Management and (a temporary move) of County Counsel to the 6,604 square-foot Old Probation Department.

Background and Discussion

PLANNING AND BUILDING POTENTIAL MOVE - In researching this topic, Planning and Building Departments did extensive research and costing to move from their current One-Stop Permitting Center across from the Courthouse to the Old Probation Department in East Quincy. Discussions started in September 2020 and continued through February 2021 and then, due to the economy and costs to build out the space; the talks slowed down and then died after the Dixie Fire in July 2021. Original costs were \$25,760 and did not include generator back-up or a storage shed that would be needed. Today, those costs are at least 15%-20% higher.

This week, a meeting was held and a walk-through done of the current permitting center. Both Charles White and Tracey Ferguson agreed the current offices could be more efficient. Digitizing old files would free up a tremendous amount of space and reconfiguration of internal office space would garner more efficient use of the current 13,017 square-feet building (including both floors). Neither department sees a great gain in moving. Instead, they would like to see some improvements that would increase security and efficiency at their current location (see attached drawing and estimate). Additionally, the build-out that would need to occur to move Planning and Building to the Old Probation Building could take a year due to lack of contractors and supply chain issues.

It should also be noted the previous CAO had come to the conclusion (based on the Board of Supervisors' objection to the cost of the move and other factors the first go-round) that Human Resources and Risk Management would be the best fit for the Old Probation Building. There is a clear e-mail chain on this topic regarding cost, objections, scaling back the project, etc.

ENVIRONMENTAL HEALTH & PUBLIC WORKS AT THE ONE-STOP PERMITTING CENTER

In terms of creating a more convenient public-facing permit center, we also reached out to Environmental Health and Public Works. The Public Works piece concerning encroachment permits has initially been solved (Charles White will speak to this), while the idea of having an Environmental Health person four to eight hours at the current One-Stop Permitting Center once or twice a week is problematic for Environmental Health for the following reasons:

Environmental Health is understaffed 30% 30%, resulting in a team of five attempting to do the work of an allocated team of seven:

- The director position remains vacant while Rob Robinette performs as interim director and attempts to

conduct some field duties.

- A technical staffer is out on FMLA leave due to a family member's long-term illness.

Due to the complexity and certifications required to perform much of the Environmental Health work, a new staff employee that does not come to the job with the necessary certifications will need a year to apprentice, study, and take the exam(s) in order to be independent at the journeyman level. A director must have an REHS certification and worked at the journey level for at least four years.

Taking into account the vacancies, the following are additional anticipated impacts to the operational efficiency of Environmental Health should a staffer be required to occupy the permit center for the suggested four hours twice weekly:

- Four hours twice weekly equates to a 20% reduction per week that a staffer would otherwise spend serving the public in field inspections, conducting research in response to public requests, processing permit applications received, and other necessary duties.
- In many cases, public requests for documentation could not be fulfilled from the permit center as a significant number of historical records are paper based and stored in the Courthouse Annex. Staff occupying the permit center would be reduced to writing down questions and/or requests and responding after returning to the Annex.

Currently, food facility, swimming pool, hazardous material storage tank, septic system, and water well construction applications are submitted at the Building Department office which should be in alignment with the Board's request.

As an alternative to Environmental Health physically staffing the permit center, the following might satisfy the request of the Board of Supervisors without further reducing the efficiency of Environmental Health:

- Create an unstaffed kiosk at the permit center that is equipped with electronic communications linked to Environmental Health.
 - The virtual connection would allow the public to have direct conversations with Environmental Health staff to pose their questions, receive answers, and make requests for data research, all in real-time.
- In addition, the kiosk could be supplied with self-service informational fliers and guidance documents to aid the public in the services available from Environmental Health.

HUMAN RESOURCES MOVE FROM COURTHOUSE TO THE OLD PROBATION BUILDING

As the Board is aware, the County Counsel offices were recently relocated to the Old Probation Building due to flooding. While they are still located over there, this is not the ideal location for this department and ultimately, County Counsel offices returning to the Courthouse is ideal. Repairs must occur prior to re-inhabiting the third-floor offices or elsewhere within the Courthouse, however.

Risk Management would also move over to the Old Probation Building as many of the training, safety meetings and programs intersect with HR.

Overview of issues and potential litigation regarding the current HR space within the Courthouse:

- HR conducts new hire weekly orientations and the office does not have a conference room to conduct these meetings. Currently, the department schedules the board room for new hire orientations. The board room is in heavy use and not always available for the many special meetings that occur. Recently, a CalPers training session interrupted a regularly scheduled meeting due to lack of space. The County also needs appropriate space for group testing, bargaining negotiations, training meetings,

and a general meeting space. With the migration to the new payroll system, new space and training facilities will be paramount.

- The Old Probation Building would provide the three departments with the room needed to conduct business, such as testing in an environment that is conducive to testing. Applicants or those sitting for tests currently put up with people walking through the testing area or opening the main door to the Human Resources offices. This is an ethics issue with psychological testing protocols. We are required to provide a testing site that is consistent and free of interruptions and an environment that is fair to all test takers. The move to the other building would provide this and more for test administration. It would also provide:
 - General meeting rooms
 - A room for new hire orientations
 - Testing room
 - Training room for payroll migration for all county departments; employee training, finance officer training, etc.
 - Bargaining units' negotiation room
 - Computer access and self-service for employees
 - Adequate office space for all three departments' staff.

TIMELINE: The physical move would occur in January 2023 and would be facilitated by the department with some assistance from Facility Services.

COST: \$7,000-\$10,000 one-time cost funded from LATCF Funds (See attached Excel Spreadsheet for details)

Action:

The County Administrative Office respectfully requests that the Board of Supervisors approve and authorize the physical move of HR, Risk Management and County Counsel to the Old Probation Department and approval of one-time funds to assist with the move.

Attachments:

1. Cost of Move to Old Probation Building
2. HR Move & diagram
3. Planning_Building_Code Enf_GIS_OPB_Proposed Floor Plan
4. 2021-Est_6598_from_Precision_Building_11816
5. Proposed changes to current PB Space
6. 2023 - Est_6625_from_Precision_Building_3180

Estimated expenses for Payroll staffing, office supplies, utilities:

Full payroll staffing for HR :	Ongoing Cost	One-time General Fund Request (funded with LATCF funds)
Add 1 payroll specialist: benefits included	\$ 93,073.84	\$93,073.84
Transfer 1 payroll specialist benefits included from Auditor-Controller's office		\$93,073.84

Building Expenses:

County Counsel Offices x two	\$3,631.08
Estimate attached	
Cost to be covered by PG&E rental set-aside	\$5,200

Furniture:

Locking filing cabinets	\$ 3,500.00
Conference table & Chairs	\$ 2,500.00
Bookshelves	<u>\$ 1,000.00</u>
HR plans to salvage much of this list from other departments except	\$ 7,000.00
Locking filing cabinets; budget is estimated if items can't be found	\$7,000.00

Building Utilities:	Monthly	Annual
Heating	\$ 180.00	\$ 10,080.00
Water & Sewer	\$ 110.00	
Garbage	\$ 30.00	
Janitorial Services	<u>\$ 520.00</u>	
	\$ 840.00	

Utilities cost will be out-of-budget this year for HR/General Counsel/Risk Management but factored in the following year.

Rental fees collected from PG&E: \$5,200.00

Wish List: Generator

MOUNTAIN BUILDING SUPPLY
 PO BOX 99
 1947 LEE ROAD
 QUINCY, CA 95971
 PHONE: (530) 283-0924

PAGE NO 1

PLUMAS COUNTY FACILITY SERVICE 198 ANDY'S WAY	
QUINCY	CA 95971

CUST#: 1734
 TERMS: NET 10TH

EXP. DATE: 8/10/22

DOC #: 949103
 DATE : 8/ 3/22 TIME : 3:01
 CLERK: JW TERM#551
 SLSPR: 04 JAMIE
 TAX : 001 CA SALES TAX

EST. #: 949103

 * ESTIMATE *

LN#	QTY	UM	SKU	DESCRIPTION	UNITS	SUGG	PRICE/PER	EXTENSION
1	6	EA	2410DFS	2X4-10' DF STD/BTR	6		9.75 /EA	58.50
2	4	EA	2416DFS	2X4-16' DF STD/BTR	4		18.00 /EA	72.00
3	75	EA	24STUD	92-1/4" PRE CUT STUD	75		7.50 /EA	562.50
4	.50	EA	4820DFS	4X8-20' GRN DF #1/BTR	.50		169.00 /EA	84.50
5				1010'				
6	13	SF	R1315K40	R13 15" KRAFT INSUL 40 SQ FT	13		33.99 /SF	441.87
	2			SWITCHES			1.50 EA	3.00
	6			RECEPTACLES			1.50 EA	9.00
	10			MAIL BOXES			1.50 EA	15.00
	1			3/4 FLEX CONDUIT 25' Roll			40.00	40.00
	1			1/2 Romex WIRE 250' Roll			200.00	200.00
	22			1/2X12' SHEETROCK			30.00 EA	660.00
	2			10" X 25' INSULATED DUCT PIPE			123.00	246.00
	2			Y FITTING 10"			293.00	586.00
	2			36" X 80" Prehung Door (1xRH) (1xLH)			200.00	400.00
								3,378.37
							CA SALES TAX	244.93
							LUMBER TAX	7.78
								<u>3,631.08</u>
CA SALES TAX				1219.37			TAXABLE	1219.37
1% CA LUMBER TAX				777.50			NON-TAXABLE	0.00
				88.41			SUBTOTAL	1219.37
				7.78				

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

(BRUCE ROBBINS)

X
 TAX AMOUNT 95.19
 TOTAL AMOUNT 1315.56

Received By

N 

"Old Preparation Business."

1446 E. MAH 5T

PROPOSED OFFICE

164

PROPOSED OFFICE

16

10

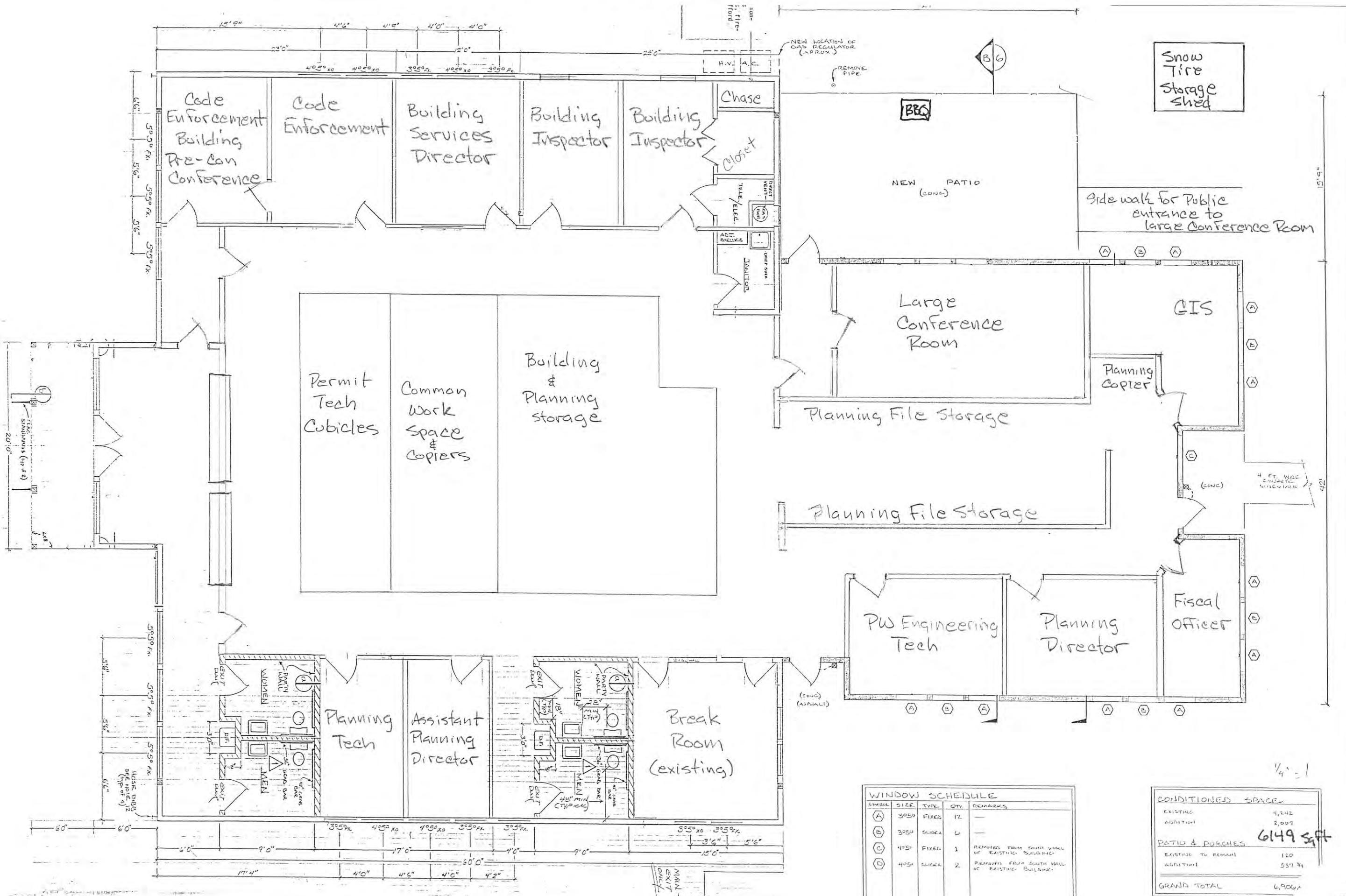
1021

Existing Office

REAB
ESCRITOS

Estimates Office

Proposed Floor Plan



Precision Building

LIC#910473

P.O. BOX 3666
Quincy Ca.
95971

Estimate

Date	Estimate #
2/24/2021	6598

Name / Address
Plumas County Facilities 198 Andy Way Quincy Ca 95971

Item	Description	Qty	Rate	Taxes	Total
02 Site Work	Site Work Bid per plan and discussion at on site meeting with facilities department and building official.	1	25,760.00		25,760.00
07 Wall Frame	Wall Framing Frame new walls per plan. (note) all walls will be framed out of 2x6 DF concrete pin shot to the foundation slab, all walls will be framed up to the drop down t-bar ceiling and not to go past ceiling line to eliminate the procedure of re-doing the t-bar grid.		0.00		0.00
07 Wall Frame	Wall Framing Cut open a pass through on the right side of the structural beam of the existing pass through for office access to the public needs.		0.00		0.00
16 Electrical & ...	Electrical & Lighting Install one back to back outlet to each NEW framed 2x6 wall. all outlets will need to be tied into from above circuits with code compliant access splice box. if extra power is needed for such things as copiers? or higher voltage use this will need to be added and change order will be discussed and agreed upon before any changes are done.		0.00		0.00
15 HVAC	Heating & Cooling Split the ducting work and install new registers in the ceiling for the new proposed rooms per plan.		0.00		0.00
17 Insulation	Insulation All new walls will have R-19 installed for sound dampening needs to eliminate the hollow echo effect of just putting up walls in a giant echo chamber.		0.00		0.00
Office# (530)283-3123 Cell# (530)354-6095 precisionbuildingquincy@yahoo.com				Total	

Precision Building

LIC#910473

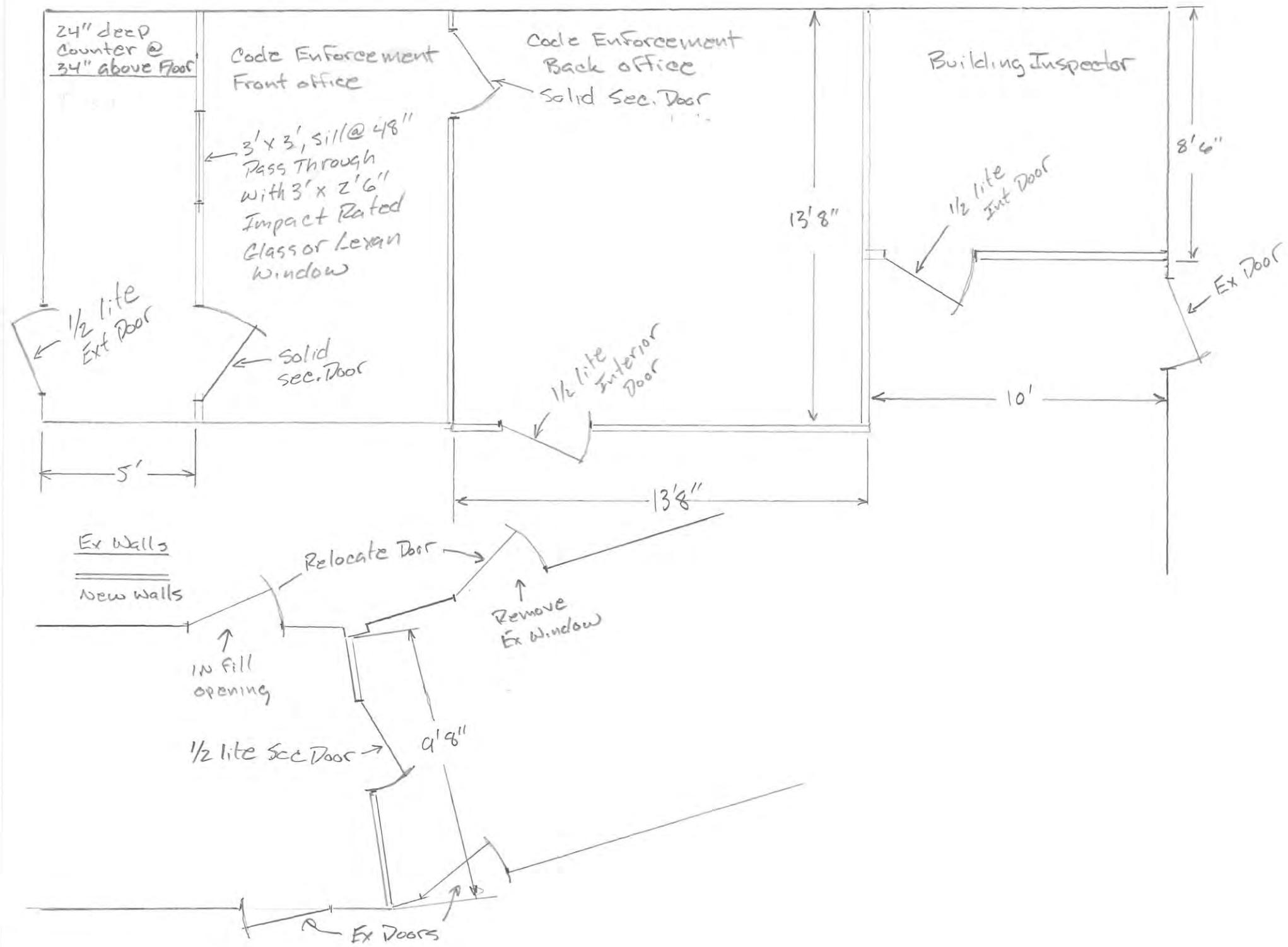
P.O. BOX 3666
Quincy Ca.
95971

Estimate

Date	Estimate #
2/24/2021	6598

Name / Address
Plumas County Facilities 198 Andy Way Quincy Ca 95971

Item	Description	Qty	Rate	Taxes	Total
18 Interior Walls	Interior Walls Sheetrock all new walls with 1/2 sheetrock, hang tape texture with light Orange peel texture. all wall connections will be taped and the tops area will be just flat tapped to cover nails no sheet rock will be tapped to the t-bar grid on the ceiling.		0.00		0.00
12 Doors & Trim	Doors & Trim Install 6 new solid core doors to match existing with metal jamb. One door is to have a side light as requested by building official for code enforcement location includes doors and install (does not include hardware)		0.00		0.00
21 Cabinets & V...	Cabinets & Vanities Install a new corian counter top to match existing side as close as possible in new pass through area.		0.00		0.00
22 Specialty	Specialties Re set ADA bathroom finishes in to meet code heights and requirements and install and install new brail signage on wall next to entrance door.		0.00		0.00
12 Doors & Trim	Doors & Trim Install new 2"1/4 baseboard on all new partition walls and doors		0.00		0.00
124 Paint	paint all new drywall with a neutral color with two coats.		0.00		0.00
Office# (530)283-3123 Cell# (530)354-6095 precisionbuildingquincy@yahoo.com				Total	\$25,760.00



Precision Building

LIC#910473

P.O. BOX 3666
Quincy Ca.
95971

Estimate

Date	Estimate #
1/6/2023	6625

Name / Address
Plumas County Facilities 198 Andy Way Quincy Ca 95971

Item	Description	Qty	Rate	Taxes	Total
02 Site Work	Frame approximately 82-96' of new 2x6 walls (note) all walls need to be 2x6 for the stability of most 13'8" walls with no top plate intersecting walls	48	135.00		6,480.00
02 Site Work	Site Work Frame and construct a 3/4 thick countertop 24" deep and 34" above floor for code enforcement waiting room/entrance. Frame opening and install plexy or impact rated glass 3x3' for security purposes	8	135.00		1,080.00
16 Electrical & ...	Electrical & Lighting Tie into existing circuits above ceiling and run outlets every 8' per code on all new wall surfaces. price includes all materials and labor	1	2,500.00		2,500.00
17 Insulation	Install all new R21 insulation in 768 square feet of wall cavity roughly	768	1.25		960.00
18 Interior Walls	Interior Walls Hang,tape,texture roughly 1536 square feet of wall surface	1,536	3.25		4,992.00
12 Doors & Trim	Doors & Trim Install and supply 1 security doors with half light for entrance of code enforcement	1	1,200.00		1,200.00
02 Site Work	Site Work Planning Department Area Relocate a door in the planning department, remove a existing window and fill in existing opening and sheetrock. build roughly 98" wall and install new Security door with half light Labor only	32	135.00		4,320.00

Phone#

**Office# (530)283-3123 Cell# (530)354-6095
precisionbuildingquincy@yahoo.com**

530-354-6095

Total

Precision Building

LIC#910473

P.O. BOX 3666
Quincy Ca.
95971

Estimate

Date	Estimate #
1/6/2023	6625

Name / Address

Plumas County Facilities
198 Andy Way
Quincy Ca 95971

Item	Description	Qty	Rate	Taxes	Total
02 Site Work	Site Work Install and supply a full length floor to ceiling retractable divider in the conference room so that the meetings can still take place and it doesn't disrupt the break room activity as well.	1	4,500.00		4,500.00
29 Supervision	Supervision Contractor Profit and Overhead 20% of overall cost	1	5,206.40		5,206.40

Phone#

Office# (530)283-3123 Cell# (530)354-6095
precisionbuildingquincy@yahoo.com

530-354-6095

Total

\$31,238.40