



BOARD OF SUPERVISORS

Terrell Swofford, 1st District
Kevin Goss, Vice Chair 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jon Kennedy, Chair 5th District

**AGENDA FOR REGULAR MEETING OF AUGUST 19, 2014 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

Convene as the Grizzly Ranch Community Services District Governing Board

1. GRIZZLY RANCH CSD – Robert Perreault

Approve supplemental budget of \$34,522, to Pay for Professional Services Expenses incurred by Vestra Resources, Inc., during FY 2013/14; and authorize the District Manager to execute Contract Amendment No. 1 with Vestra Resources, Inc. of \$48,018.29

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

2. DEPARTMENTAL MATTERS

A) RISK MANAGEMENT/SAFETY – Pat Bonnett

Presentation by Trindel of the Annual Safety Award

B) OFFICE OF EMERGENCY SERVICES – Jerry Sipe

1) Conduct a **PUBLIC HEARING** and adopt **RESOLUTION** adopting the 2014 Plumas County Hazard Mitigation Plan. **Roll call vote**

2) Adopt **PROCLAMATION** of Local Emergency Due to Drought Conditions throughout Plumas County. **Roll call vote**

C) PLANNING – Randy Wilson

1) Authorize the Planning Director to extend an Agreement for Contract Employee Services of Leah Wills for work on water planning issues until June 30, 2015. Approved as to form by County Counsel. Discussion and possible action

2) Appropriate \$5,000 from the General Fund Contingency for purchase of GIS computer to be re-paid from the Prop 84 Grant IRWM. **Four/fifths required roll call vote**

- D) **MANAGEMENT COUNCIL** – Dony Sawchuk
Executive Report for August 2014
- E) **HUMAN RESOURCES** – Gayla Trumbo
 - 1) Adopt **RESOLUTION** to amend the Job Description of Assistant Director of Public Health. **Roll call vote**
 - 2) Adopt **RESOLUTION** to add the new Job Classification of Green Waste Attendant at Salary Range 1227. **Roll call vote**
- F) **MENTAL HEALTH** – Peter Livingston
 - 1) Authorize the Director of Mental Health to recruit and fill 2.0 FTE vacant, funded and allocated Clinical positions (1.0 FTE Program Chief; and 1.0 FTE Mental Health or Behavioral Health Therapist) prior to adoption of the FY 2014-2015 budget. Discussion and possible action
 - 2) Authorize the Director of Mental Health to purchase replacement computers through Kings View Corporation of \$88,715.11 prior to adoption of the FY 2014-2015 Budget
- G) **SHERIFF** – Greg Hagwood
Further discussion and possible action regarding ongoing Sheriff's investigation and estimated costs to complete the mission

3. 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.

4. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign letter to Department of Transportation for Encroachment Permit (Sierra Buttes Trail Stewardship-Lost Sierra Endurance Run, September 06, 2014)

B) PUBLIC HEALTH AGENCY

Approve and authorize the Director of Public Health to sign Agreement with Trilogy Integrated Resources for the purpose of developing the Plumas County Network of Care website. Approved as to form by County Counsel

C) MENTAL HEALTH

Approve and authorize the Director of Mental Health to sign Agreement between Plumas County and IDEA Consulting to facilitate requirements of the Mental Health Services Act. Approved as to form by County Counsel

D) COUNTY COUNSEL

Approve and authorize the Chair to sign renewal of Robert McIlroy's contract to provide legal services for Public Guardian conservatees for FY 14/15

E) FACILITY SERVICES

Authorize the County to receive donation of \$574.94 from Supervisor Thrall for WIFI charges at the Almanor Recreation Center

NOON RECESS

AFTERNOON SESSION

5. 1:00 P.M. **BOARD OF SUPERVISORS**

Report and update by Budget Consultant regarding the FY 2014-2015 Budget. Discussion and possible action

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Convene as the Flood Control and Water Conservation District Governing Board

A. Conference with legal counsel: existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9, Planning and Conservation League, et al v. Department of Water Resources, et al, Superior Court of Sacramento County, Super. Ct. No. 95CS03216, and/or the significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9

Adjourn as the Flood Control and Water Conservation District Governing Board and reconvene as the Board of Supervisors

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn and continue regular meeting to Tuesday, August 26, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

GRIZZLY RANCH COMMUNITY SERVICES DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6135

Robert A. Perreault, Jr., P.E.

County Engineer and Manager, GRCSD

AGENDA REQUEST

for the August 19, 2014 Meeting of the GRCSD Governing Board

August 11, 2014

To: Honorable Governing Board

From: Robert Perreault, Manager, GRCSD



Subject: Request Approval of Supplemental Budget in Amount of \$34,522, to Pay for Professional Services Expenses incurred by Vestra Resources, Inc., during FY 2013/14, and, Authorize the GRCSD Manager to Execute Contract Amendment No. 1 in the Amount of \$48,018.29

Background:

On August 1, 2013, the GRCSD entered a contract with Vestra Resources, Inc. to provide professional services for support of GRCSD staff in regard to the following tasks:

PART 1. SUBDIVISION FIREFLOWS

PART 2. ARSENIC-RELATED ISSUES IN NON-POTABLE IRRIGATION WATER

PART 3. REVISION OF EXISTING WATER PERMIT

PART 4. LEAD-RELATED ISSUES IN THE WATER SYSTEM

GRCSD and Consultant previously entered a contract for professional services on the tasks identified above. The contract had an effective date of August 1, 2013 and an expiration date of June 30, 2014. The Amendment No. 1 provides for additional work on this project by Consultant as requested by the Manager, GRCSD.

A summary of tasks completed to date, and tasks yet to be completed, is as follows:

Part 1. Subdivision Fireflows

The purpose of this Part was to resolve a long standing dispute between the Developer and the Beckwourth Fire Chief in regard to acceptable fire flows. The GRCSD becomes involved because it is the accepting authority, and eventual owner, of the constructed water system.

The base contract provided for the hiring of a third-party expert fireflow consultant.

The work was completed and additional costs were incurred in an effort to resolve the issue.

The additional work completed included review of historical data, multiple meetings with the fire chief and developer, as well as calls and correspondence not anticipated in the initial scope of work. The report was revised and solutions were provided for the problems identified. The previous owner (developer) of the subdivision sold the subdivision to new owners, which resulted in additional scope of work, all of which resulted in the resolution of the dispute.

CONTRACT PART 1 is now complete.

The original contract estimated a fee amount of \$4,428.00 for Part 1. Additional work amounted to \$4,625.25.

Part 2. Arsenic-Related Issues In Non-Potable Irrigation Water

The GRCSD water system routinely backwashes its water filters into an irrigation pond that serves the Grizzly Ranch Golf Club. The Regional Water Quality Control Board (RWQCB) issued a Waste Discharge Requirement that limits the arsenic in the backwash water to 10 ug/L. Testing results exceeds the limit established by the RWQCB. The purpose of this Part is to resolve the issue.

Task 1 Document Review

The initial task included a review of available data, permits, and correspondence in the files of the CSD and Regional Water Quality Control Board (RWQCB).

Task 2 Preparation of Comprehensive Database

Available data was organized in a spreadsheet to allow statistical analysis and review of the data needed to examine arsenic loading and partitioning. This task was completed and the database continues to be maintained. Because of the lack of data and availability of data, the task exceeded the initial cost estimate. In addition, additional sources were identified and used to develop the arsenic balance for the site. This task was completed.

Task 3 Permit Revision Alternative

The current NPDES permit and Waste Discharge Requirements (WDRs) did not adequately address current activities onsite. The permits should be revised to address activities that actually occur onsite. A permit amendment was recommended; however, RWQCB staff was opposed to any modification. Staff prepared and presented a revised permit scenario to the RWQCB. This task was completed to the point the RWQCB declined the revision.

Task 4 Attenuation Analysis

To accomplish the permit revision, an attenuation analysis was required. This task was not completed as the RWQCB denied the permit revision request. In lieu of the attenuation analysis, additional samples were obtained to determine the sources of arsenic in the system and to develop alternative treatment/management scenarios. This task was modified to develop an arsenic balance and an alternative treatment solution.

Task 5 Design Review/Treatment Alternative

Adedge Technologies, working on behalf of the developer, was to revise the 2009 proposed treatment system to remove arsenic from the backwash water as one alternative to remediation of the backwash issue. This task was not completed as the activities in Task 4 resulted in a management scenario that provided compliance with the 10 ug/L requirement. The results under 10 ug/L lasted for a period of a few background samples. Currently, samples are again in excess of 10 ug/L.

Task 6 Corrective Action Plan/Response to RWQCB

Following review of both permitting and treatment alternatives, a Corrective Action Plan was to be prepared and submitted to the RWQCB. The Corrective Action Plan was to address the requested items in the February 2009 letter and present a proposed alternative to compliance. Due to actions developed under Task 4, the site is now in compliance. Therefore, no Corrective Action Plan was prepared.

Notice of Violation (NOV)

An NOV was issued to the CSD by the RWQCB on 7 January 2014. The NOV requested completion of four specific items and a formal response letter was due back to the RWQCB by a 7 February 2014 deadline, established by the State. The items requested include:

- Item #1 – Formalize ownership change
- Item #2 – Address filter backwash discharge to irrigation pond
- Item #3 – Change from Well 1P to Well 9M
- Item #4 – Address arsenic in excess of 10 ug/L

A number of inconsistencies and errors were noted in the initial RWQCB NOV. Nevertheless, a response letter was prepared and submitted to the RWQCB on 27 January 2014 (before the 7 February 2014 deadline) on behalf of the GRCSD. The preparation of such a letter, as well as coordination with the State agency, was outside the original scope of work.

On 6 February 2014, VESTRA, on behalf of the GRCSD, met with members of the RWQCB to discuss the letter and initial response. Based on that meeting and review of the correspondence, the RWQCB responded with a letter on 7 March 2014 and requested the following additional items:

- Copy of the GRCSD data set for well data and filter backwash for arsenic
- Summary of volume of filter backwash currently generated and anticipated to be generated at full buildout
- Characterization of the backwash from both filter trains
- Letter from both Grizzly Ranch Golf Club and GRCSD acknowledging their agreement to explore mutually beneficial options of the filter backwash water
- Discussion and summary of functional responsibility areas on the site (i.e. who owns and has control over what)

VESTRA has submitted a request for an extension of time to complete the work and a brief letter work plan for sampling parameters for characterization. The extension and sampling list has been approved.

The additional scope of work items were outside the original scope and are required to obtain compliance pursuant to the NOV and ongoing issues with compliance with the 10 ug/L arsenic value.

CONTRACT PART 2 remains incomplete

The original contract estimated a fee amount of \$15,400 for Part 2. Additional work to date has amounted to \$22,206.25.

An Amendment No. 2 is being prepared that will include additional work to be performed in regard to CONTRACT PART 2.

Part 3. Revision of Existing Water Permit

The Water Permit in place for the subdivision did not enable full build out of the subdivision. During FY 2013/24, the Developer of the subdivision – that was seeking sale of the subdivision project at that time – requested that the existing Water Permit be revised to include full build out of the subdivision. The purpose of this Part was to revise the then existing Water Permit to enable full build out of the subdivision.

The work included preparation of the revised drinking water permit for the subdivision and initially included the following.

Task 1 Document Review

The initial task included the review of available data, permits, and correspondence in the files of the CSD and Plumas County Environmental Health Division (EHD). This was a considerable effort due to lack of file information and was completed.

Task 2 Preparation of Comprehensive Database

A database was prepared and evaluated.

Task 3 Permit Revision

This task included preparation of a letter permit addendum to Plumas County Environmental Health (EH). The addendum included all supporting documentation necessary to respond to the EH January 2012 letter, including discussion of source capacity, the addition of Well 9M, treatment plant capacity, and other requirements. Calculated verification that water storage capacity is sufficient to meet demand for full buildout was also provided.

Following submittal, EH requested additional items and a summary of the permit documentation. The additional documentation was submitted per the request and the permit submitted to DHS and DWR for their reviews. Following agency reviews, additional information was further requested. In addition, considerable time was spent negotiating irrigation design information with the developer and a correction to the WDRs on the part of the RWQCB. (The correction is the modification from the 150-foot to 100-foot limit on recycled water used in the vicinity of potable water wells.)

A revised Water Permit has been issued.

CONTRACT PART 3 is now complete.

The original contract estimated a fee amount of \$5,000.00 for Part 3. Additional work amounted to \$20,373.04.

Part 4. Lead-Related Issues In The Water System

The GRCSD routinely samples water from several sites. Testing results do demonstrate that 2 of the tested sites are consistently high. The purpose of this Part is to investigate or establish findings pertinent to this matter and to propose a solution to the GRCSD.

Task 1 Document Review

The initial task included the review of available data, permits, and correspondence in the files of the GRCSD and EH. Necessary data was not readily available, and the initial database was constructed using original data obtained from the laboratory.

Task 2 Summary of Remedial Alternative

Following development of the database and acquisition of a number of additional samples, it was determined that the selected houses do not meet the State criteria for compliance sampling due to the presence of in-house water treatment systems. It also appears the in-house treatment systems may be compounding or resulting in the problems associated with the lead test findings.

The GRCSD has been requested to identify additional homes that could meet the requirements for testing and to take initial samples at the residences. A meeting with DHS was held to discuss the idea of a site-specific sampling plan for the GRCSD due to the intermittent habitation and other issues with the GRCSD. This request was denied, and the GRCSD was instead requested to provide a revised sample plan with the revised homes to meet the state sampling standards. No additional work has been completed as the Operator of the water system has been unable to identify any other full-time residential homes that met the state standards.

Task 3 Preparation of Letter Report to GRCSD/County.

Following a review of the available documents and further discussion with GRCSD staff, the Consultant will prepare a letter report setting forth recommendations to be pursued by GRCSD staff. This task has been ongoing with Plumas County staff and will include development of a revised sampling plan and protocol.

CONTRACT PART 4 remains incomplete.

The original contract estimated a fee amount of \$3,300.00 for Part 4. Additional work to date has amounted to \$813.75.

An Amendment No. 2 is being prepared that will include additional work to be performed in regard to CONTRACT PART 4.

Auditing controls require that these expenditures require payment in the 2013/14 Fiscal Year.

The Auditor has reviewed and approved the attached Supplemental Budget.

The GRCSD has received adequate funds available within its FY2013/14 cash balance to cover the cost of the necessary additional expenditures incurred by the Consultant, at the request of the GRCSD Manager, during FY 2013/14.

The payment of work to be performed during FY 2014/15 will be paid by funds contained in the 521900 line item of the budget proposed for GRCSD for FY 2014/15.

To summarize, the source of funding for the Amendment No. 1 is:

\$34,522 from FY2013/14, as per attached Supplemental Budget.

\$48,018.29 from FY2014/15, as per proposed budget.

Recommendations:

GRCSD staff respectfully recommends that the Governing Board vote to:

1. Authorize an additional \$34,522 to be budgeted to the respective accounts for FY 2013/14, and
2. Authorize the GRCSD Manager to execute Amendment No. 1 to the base contract in the amount of \$48,018.29, said contract Amendment No. 1 to be subject to “approval as to form” by County Counsel.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Grizzly Ranch CSD Dept. No: 26223 Date: 8/11/2014

The reason for this request is (check one):		Approval Required
A.	<input type="checkbox"/>	Board
B.	<input checked="" type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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

A) Please see attached Agenda Item

B) Need to finalize FY 2013/14

C) _____

D) _____

Approved by Department Signing Authority: Robert A. Kennedy

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

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

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

SPI - FINANCEPLUS
DATE: 08/08/14
TIME: 14:39:21

PLUMAS COUNTY
REVENUE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT41

SELECTION CRITERIA: orgn.fund='0223' and revledgr.key_orgn='26223'
ACCOUNTING PERIOD: 13/14

(INACTIVE ACCOUNTS INCLUDED)

SORTED BY: FUND,DEPT/FUND,1ST SUBTOTAL,ACCOUNT,ACCOUNT,PERIOD

TOTALED ON: FUND,DEPT/FUND,1ST SUBTOTAL,ACCOUNT,PERIOD

PAGE BREAKS ON: FUND,DEPT/FUND

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION	CUMULATIVE BALANCE
40150										
SPECIAL ASSESSMENT										
0223-9-99-26223-26223 - GRIZZLY RANCH CSD										
40150						308,000.00	355,177.65	.00	BEGINNING BALANCE	
TOTAL PERIOD						.00	.00	.00		-47,177.65
TOTAL SPECIAL ASSESSMENT						308,000.00	355,177.65	.00		-47,177.65
40150P						.00	81,507.65	.00	BEGINNING BALANCE	
07/16/14 14-13						4,000.00			OFFSET ON SUPPL B793	
08/07/14 14-13						75,193.00			OFFSET ON SUPPL B824	
TOTAL PERIOD 13						79,193.00	.00	.00		-2,314.65
TOTAL SPECIAL ASSESSMENT						79,193.00	81,507.65	.00		-2,314.65
TOTAL 1ST SUBTOTAL - TAX REVENUE						387,193.00	436,685.30	.00		-49,492.30
43010						1,800.00	1,068.61	.00	BEGINNING BALANCE	
07/21/14 24-13							89.96	.00	INT APRN 04/01-06/30/2014	
07/21/14 24-13							205.80	.00	INT APRN 04/01-06/30/2014	
TOTAL PERIOD 13						.00	295.76	.00		435.63
TOTAL INTEREST-INVESTED FUNDS						1,800.00	1,364.37	.00		435.63
TOTAL 1ST SUBTOTAL - USE OF MONEY & PROPERTY						1,800.00	1,364.37	.00		435.63
45074						.00	5,444.90	.00	BEGINNING BALANCE	
TOTAL PERIOD 13						.00	.00	.00		-5,444.90
TOTAL MISC FEES						.00	5,444.90	.00		-5,444.90
45210						.00	.00	.00	BEGINNING BALANCE	



Plumas County Office of Emergency Services

2B1

270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6332
Fax: (530) 283-6241

Date: August 1, 2014

To: Honorable Board of Supervisors

From: Jerry Sipe 

RE: Agenda Item for August 19, 2014

Recommendation: Approve a Resolution Adopting the 2014 Plumas County Hazard Mitigation Plan.

Background and Discussion: The Plumas County Hazard Mitigation Plan (HMP) is the official statement of the County's commitment to preventing and minimizing the effects of natural disasters. This plan identifies natural hazards most likely to affect the County and establishes goals and priorities to lessen their impacts.

As required by the federal Disaster Mitigation Act of 2000, local jurisdictions must update their plans every 5 years. Maintaining a current plan also keeps the county eligible for post-disaster mitigation funding. As the Board will recall, the Office of Emergency Services retained a consultant, Baker Incorporated, to evaluate the hazards and update our plan. Last June, this plan was approved by the Board for submittal to Cal OES and the Federal Emergency Management Agency (FEMA). As stated in the attached letter from FEMA dated June 18, 2014, the updated Plumas County Hazard Mitigation Plan meets the state and federal standards and will be approved pending formal adoption by this Board.

At this time, the Board is asked to approve a resolution adopting the 2014 Plumas County Hazard Mitigation Plan. The draft HMP (pending Board adoption and FEMA final approval) is available for download at <http://countyofplumas.com/index.aspx?NID=2218>

If you have any questions, please do not hesitate to contact me at 283-6367. Thank you.

enclosures

Plumas County Resolution Number _____

A RESOLUTION ADOPTING THE 2014 PLUMAS COUNTY HAZARD MITIGATION PLAN

WHEREAS, the 2014 Plumas County Hazard Mitigation Plan recognizes the threat that natural hazards pose to people and property of Plumas County; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the Federal Emergency Management Agency (FEMA) a mitigation plan that outlines processes for identifying natural hazards, risks, and vulnerabilities, and

WHEREAS, the 2014 Plumas County Hazard Mitigation Plan acknowledges the requirements of Section 322 of DMA 2000 to have an approved plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

WHEREAS, the 2014 Plumas County Hazard Mitigation Plan has been developed by the Plumas County Office of Emergency Services in cooperation with other county departments, local officials, and the citizens of Plumas County, and

WHEREAS, the 2014 Plumas County Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and human-made hazards,

NOW, THEREFORE, BE IT RESOLVED, that Plumas County adopts the 2014 Plumas County Hazard Mitigation Plan as an official plan; and the respective officials and agencies identified in the implementation strategy of the plan are hereby empowered to implement the recommended activities assigned to them.

BE IT FURTHER RESOLVED, Plumas County will submit this Adoption Resolution to the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials to enable the Plan's final approval.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on August 19, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors



FEMA

June 18, 2014

RECEIVED

JUN 27 2014

Plumas County
Environmental Health

Jerry Sipe
Director
Plumas County Office of Emergency Services
270 County Hospital Road #127
Quincy, California 95971

Dear Mr. Sipe:

We have completed our review of the *Plumas County Hazard Mitigation Plan*, and have determined that this plan is eligible for final approval pending its adoption by Plumas County.

Formal adoption documentation must be submitted to the Regional office by the lead Jurisdiction within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. We will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact Phillip Wang, Hazard Mitigation Planner at (510) 627-7753, or by email at phillip.wang@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey D. Lusk".

Jeffrey D. Lusk
Acting Director
Mitigation Division
FEMA Region IX

cc: Kirby Everhart, California State Hazard Mitigation Officer
Jose Lara, California Office of Emergency Services, Mitigation Planning



Plumas County Office of Emergency Services

2B2
270 County Hospital Road #127
Quincy, California 95971

Phone: (530) 283-6332
Fax: (530) 283-6241

Date: August 6, 2014

To: Honorable Board of Supervisors

From: Jerry Sipe

RE: Agenda Item for August 19, 2014

Recommendation: Approve a Resolution Declaring a Local Emergency Due to Drought

Background and Discussion: On January 17, 2014, the Governor declared a statewide emergency due to drought. This declaration provides statewide flexibility in water management, special authorities for state agencies, and prioritizes state resources to help mitigate the effects of the drought. While counties, cities and special districts are covered under this declaration and are not required to declare local emergencies to ensure state aid and resources are locally available, over 50 such local agencies have made local declarations.

As the Board will recall, the Drought Preparedness Task Force was established in February to facilitate local preparedness activities. During their regularly scheduled meeting on August 4, this group discussed the merits of a local emergency. A local declaration would allow the Board to spend local resources, if needed, to address local emergency conditions such as a drinking water shortage. It would also provide Disaster Service Worker authority and coverage for volunteers who may be called to assist with the emergency. Most importantly, it would call attention to the special situation in Plumas County, including the extreme wildfire threat, how the drought emergency response is in many ways contrary to the wildfire emergency for northern California, and how the State Water Board's directive to curtail use of surface water and isolated springs without a health and safety exemption hurts local residents, businesses and firefighting efforts. This declaration is also concurrent with the declaration being considered by the City of Portola on August 20, 2014. For these reasons, the Drought Task Force recommends the Board of Supervisors declare a local emergency.

At this time, the Board is asked to approve a resolution proclaiming a local emergency due to drought conditions in Plumas County. A draft resolution is attached for your review and consideration.

If you have any questions, please do not hesitate to contact me at 283-6367. Thank you.

enclosure

Proclamation of Local Emergency Due to Drought Conditions throughout Plumas County

WHEREAS, conditions of drought persist throughout California and are presenting urgent and ongoing problems, risks and challenges for Plumas County and its residents; and

WHEREAS, extreme drought conditions pose a significant, unprecedented, and ongoing risk of severe and catastrophic wildfire, threatening homes, businesses, and public and private lands throughout the county; and

WHEREAS, diminished water supplies in area ponds, lakes, streams and water storage tanks used for firefighting will only limit firefighting capabilities and further exacerbate the risk of severe and catastrophic wildfire; and

WHEREAS, drought conditions have negatively impacted local agricultural producers through diminished grazing allotments, reduced cultivation and harvests, forcing producers to seek alternate water supplies, and resulting in lost production and economic hardship; and

WHEREAS, drinking water sources including groundwater springs and wells, are experiencing diminished flows, turbidity, and other signs of distress due to drought and have forced residents and businesses long-dependent on these sources to minimize or abandon their use, deepen their well, drill new wells, use bottled or hauled water, or share domestic supply with neighbors, further stressing neighboring domestic wells; and

WHEREAS, the State Water Resources Control Board has sent a Notice of Curtailment of Diversions to junior water rights holders, including many residents, businesses and water supply systems dependent on isolated springs as their sole source of domestic water, preventing them from using their only domestic water supply and only local source of water for fire protection; and

WHEREAS, these Notices of Curtailment have been applied without consideration of exceptions for public health and safety, thereby further stressing public and individual drinking water supplies, forcing some businesses to close and placing drinking water systems at risk of not being able to supply an adequate amount of potable water to their customers or fire suppression water needed to protect and defend communities from catastrophic wildfire; and

WHEREAS, the City of Portola has concurrently declared a local emergency due to notices of diversion curtailment, reduced surface water use allocations, and the presence of naturally-occurring arsenic in the City's only backup domestic water supplies; and

WHEREAS, extremely dry conditions have persisted since 2012 and may continue beyond this year and more regularly into the future; and

WHEREAS, ongoing curtailments of local water supplies without exemptions for water needed to protect health and safety from catastrophic wildfire render the Governor's Drought Emergency Declaration contrary to the Governors State of Emergency for Northern California Wildfires; and

WHEREAS, local resources are, or are likely to be, inadequate to cope with the effects of this emergency, and the combined efforts of the State of California and the federal government may be necessary to assist the County of Plumas in its efforts to deal with this emergency;

NOW, THEREFORE, IT IS PROCLAMED, pursuant to Article 14, Section 8360 of the California Emergency Services Act, a local emergency exists within and throughout Plumas County as of August 19, 2014. By means of this proclamation, the Director of Emergency Services is authorized to use and employ any of the property, services, personnel, and resources of the county public agencies and to command the aid of as many citizens as may be necessary to help mitigate this emergency. State agencies may provide mutual aid, including personnel, equipment, and other available resources as needed to assist Plumas County during this emergency.

Furthermore, Plumas County is seeking timely State Water Board relief for those junior water rights holders currently subject to surface water diversion curtailments when they can demonstrate a good-faith effort toward mandatory conservation and can certify that no alternative water supply is readily available. Plumas County is seeking the immediate suspension of curtailments of water supplies historically available for emergency firefighting that are now curtailed without exception. In order to protect our citizens during this extreme and peak fire danger period, Plumas County petitions for immediate access to existing wildfire safety water supplies while the State works through the laborious process of integrating and harmonizing the implementation of the Emergency Drought and the Emergency Wildfire Declarations in Northern California.

The Plumas County Board of Supervisors shall review the need for continuing the local emergency at least once every thirty (30) days until it is determined this proclamation is no longer necessary.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on August 19, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair,

Board of Supervisors

Attest:

Clerk of the Board of Supervisors



PLUMAS COUNTY PLANNING SERVICES

555 Main Street, Quincy, CA 95971-9366

(530) 283-7011 / FAX (530) 283-6134

DATE: August 19, 2014

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Randy Wilson, Plumas County Planning Director

RE: Authorize the Planning Director to extend an Agreement for Contract Employee Services for Leah Wills for work on water planning issues until June 30, 2015.

Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Water Conservation District. This is a request to extend until June 30, 2015 the contract Leah's services as a contract employee for professional services. The initial contract with Leah was approved on June 3, 2104 and the contract was for three (3) months ending September 3, 2104. The Planning Department Fiscal Year 2014-2105 Budget contains a line item (50120) for \$36,000 for Leah's services.

Scope of Services

The following explains the tasks/issues contain in the proposed contract.

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- * Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- * Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- * Work on issues related to the Prop 50 Grant between Plumas County and the Department of Water Resources;

- * Work on CEQA/NEPA related issues related to water planning;
- * Work on water quality temperature and mercury issues related to water planning;
- * Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- * Work on groundwater management issues;
- * Provide support the Drought Taskforce including attending Drought Taskforce meetings;
- * Assist in the development of a Water Program Transition Plan; and
- * Other Duties as assigned related to water use, conservation, and planning.

ACTIONS FOR CONSIDERATION

Staff recommends the Board of the Supervisors take the following action.

- I. Authorize the Planning Director to execute an Amendment to the Agreement for Contract Employee Services for Leah Wills for work on water planning issues extending the Agreement until June 30, 2015.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND LEAH WILLS

This First Amendment to Agreement ("Amendment") is made on August 19, 2014, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Leah Wills ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. PLUMAS COUNTY and Leah Wills have entered into a written Agreement dated June 3, 2014, (the "Agreement"), in which Leah Wills agreed to provide consultant or advisory capacity to the Plumas County Planning Director on water planning matters to Plumas County.
 - b. Because the existing contract expires on September 3, 2014 and the services provided by Leah Wills are still needed and the costs are included in the Fiscal Year 2104-2015 Planning Department Budget the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 4 is amended to read as follows

Term

CONTRACT EMPLOYEE shall be retained for a period of thirteen (13) months, commencing on June 3, 2014, and ending on June 30th, 2015 subject to Paragraph 5, below.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated June 3, 2014, shall remain unchanged and in full force and effect.

CONTRACT EMPLOYEE

By: _____ Date: _____

PLUMAS COUNTY

By: _____ Date: _____
Randy Wilson
Planning Director

APPROVED AS TO FORM:

By: Randy Wilson Date: 8/12/2018
County Counsel

APPROVED AS TO COMPLIANCE WITH PLUMAS COUNTY PURCHASING POLICY

By: _____ Date: _____
Chair Plumas County Board of Supervisors

AGREEMENT FOR CONTRACT EMPLOYEE SERVICES

This Agreement is entered into this 3rd day of June, 2014, between the PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LEAH WILLS, hereinafter referred to as "CONTRACT EMPLOYEE," to provide contract employee services to the County.

1. DEFINITIONS

For clarification purposes, the following terms and phrases are further clarified in regard to usage in the administration of this contract:

CONTRACT EMPLOYEE: Leah Wills. The contract provisions are solely applicable to the named individual.

PAYROLL: The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the Plumas County Planning Director.

2. SERVICES TO BE PROVIDED

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- * Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- * Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- * Work on issues related to the Prop 50 Grant between Plumas County and the Department of Water Resources;
- * Work on CEQA/NEPA related issues related to water planning;
- * Work on water quality temperature and mercury issues related to water planning;
- * Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- * Work on groundwater management issues;
- * Provide support the Drought Taskforce including attending Drought Taskforce meetings;
- * Assist in the development of a Water Program Transition Plan; and
- * Other Duties as assigned related to water use, conservation, and planning.

CONTRACT EMPLOYEE shall consult with the Plumas County Planning Director on an ongoing basis to identify and prioritize specific services to be provided pursuant to the Agreement.

Inherent in the services to be provided is an on-going duty to be aware of appropriated funding that is intended to cost the costs of services and other reimbursements to the CONTRACT EMPLOYEE.

3. CONTRACT SCHEDULE

The nature of this work to be performed by the CONTRACT EMPLOYEE is such that the Planning Director and the CONTRACT EMPLOYEE are primarily to be in response to the issues of water. Accordingly, there is no foreseen specific project delivery schedule.

4. TERM

CONTRACT EMPLOYEE shall be retained for a period of three (3) months, commencing on June 3, 2014, and ending on September 3, 2014, subject to Paragraph 5, below.

5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Sixty-One Dollars and Sixty Four Point Two Cents per hour (\$61.642/hr).

Subject to pre-authorization by the County, County shall reimburse CONTRACT EMPLOYEE for reasonable and necessary travel expenses for travel outside the County boundaries.

CONTRACT EMPLOYEE shall submit to the County, a time card and any reimbursement requests, on a bi-weekly basis, in accordance with policies and procedure established by the Planning Director.

6. PAYMENT

Payment for services and reimbursement may take longer than payroll every 2 weeks, if any, shall be processed as part of the regular County bi-weekly payroll.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the Planning Director, payment shall be processed by the County, but reimbursement may take more than two (2) weeks.

7. NOTICES

Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail, as reflected by the official U.S. postmark, if such communication is sent through regular United States mail.

If to Contract Employee:

Leah Wills

5587 North Fir Fork

Taylorsville, CA 95983

Tel: (530) 284-7294

If to Planning Director:

Randy Wilson

Planning Director

555 Main Street,

Quincy, CA 95971

Tel: (530) 283-6214

Fax: (530) 283-6134

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

8. TERMINATION

COUNTY, Planning Director may terminate this agreement at any time, with or without cause, upon two (2) weeks written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to the notice of dismissal and to any rights to hearing or appeal thereon. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CONTRACT EMPLOYEE to resign at any time from this position with the COUNTY, upon two (2) weeks written notice to the Planning Director.

9. EMPLOYMENT BENEFITS

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in Section 5. CONTRACT EMPLOYEE shall not be entitled to participate in the "Standard Department Head Benefit Program", including but not limited to, PERS retirement, County Medical, Sick Leave and/or Vacation.

10. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to the Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental (district) procedures.

11. NON-ASSIGNABLE

This Contract is personal and is not assignable under any circumstances.

12. OTHER WORK BY CONTRACT EMPLOYEE

Employment shall not be construed to preclude teaching, writing, or consulting performed on the CONTRACT EMPLOYEE'S time off.

13. REPORTING

CONTRACT EMPLOYEE will report directly with the Planning Director.

14. MODIFICATION

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

15. ATTORNEY'S FEES AND COSTS

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

After the claims procedures that may be applicable under the California Government Tort Act are exhausted, any dispute arising between the CONTRACT EMPLOYEE and the County pertaining to the formation, validity, interpretation, effect, performance or alleged breach of this Agreement (hereinafter referred to as "Arbitral Dispute") will be submitted to binding arbitration in Plumas County, California. The Arbitrator shall be chosen from a list of retired judges and/or local attorneys within Plumas County, unless mutually agreed to by the parties. The parties agree to submit any such dispute to binding arbitration within six (6) months of the alleged violation of this Agreement. Any such claims not presented within six (6) months shall be deemed waived. The parties agree to conduct arbitration using rules that may be established by the Arbitrator. The parties agree that such arbitration shall be the exclusive remedy for any Arbitral Dispute arising out of this Agreement, and hereby expressly waive any right they have or may have to a jury trial of any dispute arising out of this Agreement. In making an award, the Arbitrator shall have no power to add to, delete from or modify the terms of this Agreement, or to construe implied terms or covenants herein, the parties being in agreement that no such implied terms or covenants are intended. In reaching a decision, the Arbitrator shall adhere to relevant laws and an applicable legal precedent, and shall have no power to vary there from. Should the Arbitrator exceed the jurisdiction or authority here conferred, any party aggrieved thereby may file a petition to vacate, amend or correct the award so rendered in a court of competent jurisdiction.

16. INTEREST OF CONTRACT EMPLOYEE

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

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

17. SEVERABILITY

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

18. INDEMNIFICATION

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

19. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties.

This Agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.

This Agreement shall become effective on June 3, 2014, after authorization is granted by the Plumas County Board of Supervisors.

CONTRACT EMPLOYEE

By: Leah Wills Date: 6/4/2014
Leah Wills

PLUMAS COUNTY

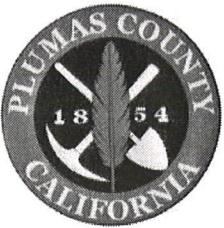
By: Randy Wilson Date: 6/4/14
Randy Wilson
Planning Director

APPROVED AS TO FORM:

By: R. Craig Suddeth Date: 5/25/14
County Counsel

APPROVED AS TO COMPLIANCE WITH PLUMAS COUNTY PURCHASING POLICY

By: John Kamm Date: 6/3/14
Chair, Plumas County Board of Supervisors



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645
(530) 283-6299 FAX: (530) 283-6103

JD

Dony Sawchuk
Director

Board Date: August 19, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Executive Report, August 2014 - Plumas County Management Council

Background

PCMC wishes to present to the Board of Supervisors a monthly report regarding the activities of the PCMC. Material to report may include items such as departmental matters, policy development and recommendations thereof, objective analysis of county related issues and efforts of successful coordination between county departments.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971
(530) 283-6444 FAX (530) 283-6160
Email: gaylatrumbo@countyofplumas.com



Gayla S. Trumbo
*Human Resources
Director*

DATE: August 10, 2014

TO: The Honorable Board of Supervisors

FROM: Gayla Trumbo, Human Resources Director *Gayla Trumbo*

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF AUGUST 19, 2014.

**RE: (A) APPROVE RESOLUTION TO AMEND THE JOB DESCRIPTION OF ASSISTANT DIRECTOR OF PUBLIC HEALTH.
(B) APPROVE RESOLUTION TO ADD THE NEW JOB CLASSIFICATION OF GREEN WASTE ATTENDANT AT SALARY RANGE 1227.**

IT IS RECOMMENDED THAT THE BOARD:

- A. Approve resolution to amend the job description of Assistant Director of Public Health.
- B. Approve resolution to add the new job classification of Green Waste Attendant at salary range 1227.

BACKGROUND AND DISCUSSIONS:

The position of Assistant Director of Public Health became vacant in February of this year, when the incumbent was appointed to the Alcohol and Drug Administrator's position. I have been working with Ms. Mimi Hall, Director of Public Health, in reviewing the job description of the Assistant position. In this review we determined that changes to the language on page four under "Training and Experience" would be beneficial. I have underlined the proposed changes for your convenience in reviewing the job description. With the proposed changes to the existing language, would allow a way for potential candidates who have the work experience and knowledge necessary to be successful in this position, but may not have the educational degree to qualify.

Operating Engineers Local Representative, Mr. Gregory Ramirez, was provided the amended job description with the offer to meet and confer. Mr. Ramirez responded that the Union has no issues with these changes moving forward for approval.

The second position for your consideration is the Green Waste Attendant. In the past Sierra Pacific Industries allowed Plumas County residence to dispose of their green waste materials at their Quincy Mill. Unfortunately, Sierra Pacific has discontinued this service. This Board has been working to provide a means for the public to safely dispose of their green waste materials. By establishing this position of Green Waste Attendant the Board will be moving a step closer in establishing this program.

This job description was created by the Public Works Director Mr. Robert Perreault, staff members of Public Works and Human Resources. The salary range of 1227 for this position is equivalent to that of our Building & Grounds Maintenance Worker I classification.

Operating Engineers Local Representative, Mr. Gregory Ramirez, was provided the new job description for the Green Waste Attendant and the salary classification of 1227. An offer to meet and confer over this new classification was made. Mr. Ramirez responded that the Union has completed their review and has no issue with this position or salary classifications moving forward for approval by this Board.

At this time I respectfully request your approval of the resolution to amend the Assistant Public Health Director's job description; and the resolution to approve the new classification of Green Waste Attendant.

Thank you in advance for your considerations.

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE JOB DESCRIPTION OF
ASSISTANT DIRECTOR OF PUBLIC HEALTH**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, the Public Health Director and the Human Resources Director have reviewed the job description of Assistant Director of Public Health; and

WHEREAS, it has been determined that revisions to the Training and Experience requirements of this position will assist in providing another means for potential applicants to qualify; and

WHEREAS, the job description amendments of the Assistant Director of Public Health was provided to Operating Engineers for a meet and confer. After reviewing the amendments the Union Representative Mr. Ramirez responded in writing to the Director of Human Resources that the Union has no issues with the proposed amendments.

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

The amendments to the job description of Assistant Director of Public Health under the "Training and Experience" section is hereby approved as submitted to this Board on this date.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of August 19, 2014 by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

RESOLUTION NO. _____

**RESOLUTION TO ADOPT THE JOB DESCRIPTION OF
GREEN WASTE ATTENDANT**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, the Public Works Director and the Human Resources Director have created a new job description titled Green Waste Attendant; and

WHEREAS, it has been determined that there is a need to add a new classification titled Green Waste Attendant to our Salary and Position classifications. This position will provide an employee on site to monitor and assist the public in the disposal of green waste materials and to ensure that no unpermitted materials are deposited; and

WHEREAS, the salary range of 1227 is consistent with that of the existing Building & Grounds Maintenance Worker I position; and

WHEREAS, the job description of Green Waste Attendant has been provided to Operating Engineers for a meet and confer of which the Director of Human Resources has received written notification that the Union has no issues in moving forward on this position.

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

The County's classification plan is hereby amended to add the job classification of Green Waste Attendant at the salary range of 1227.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of August 19, 2014 by the following vote:

AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

ASSISTANT DIRECTOR OF PUBLIC HEALTH

Definition

Under general direction of the Public Health Director, the Assistant Director will provide oversight for the development of state and federally required data, reports, financial plans, statistical analysis, policies and procedures, and contract management; reviewing and analyzing legislation and determining effects on organizational procedures and operations; and assures department's compliance with state and federal laws, department goals and objectives, and county policies and procedures.

Distinguishing Characteristics

This is the senior administrative position in the department under the Public Health Director. The position encompasses a wide variety of day-to-day administrative, supervisory, and budgetary responsibilities.

Report To

Public Health Director

Classifications Directly Supervised

Program Chief, Dept. Fiscal Officer I/II, Director of Nursing, Director of Senior Services, Contract Physician (Health Officer)

ASSISTANT DIRECTOR OF PUBLIC HEALTH – 2

Examples of Duties

- Assists with planning, organizing and implementing activities of the department; serves as Department Head in the absence of the Public Health Director.
- Screens and assigns workload; plans and assigns tasks and projects; directs the development of performance standards
- Monitors operations and procedures; evaluates department issues, and recommends and implements solutions; assures strategic goals are reached.
- Prepares mandated responses to Federal and State regulations.
- Interprets policies and regulations for the public.
- Develops, coordinates, evaluates and implements requirements for accreditation through the Public Health Accreditation Board
- Conducts research and strategic planning functions; analyzes trends and makes recommendations for staffing adjustments and personnel assignments; directs department projects.
- Directs the preparation of reports, which summarize and forecast department financial activities and position; reviews department's financial status and revenue trends.
- May act in the absence of the Director or represent the County at meetings and conferences.
- Maintains contact with the press and community organizations.
- Performs special assignments for the Director of Public Health.
- Interprets policies and regulations for the public.
- Determines financial implications of proposed and actual legislative/regulatory changes.
- Evaluates services and where necessary implements changes.
- Promotes and assists in the development of health services programs and initiatives designed to strengthen the public health community.
- Promotes and assists the effective integration of client programs and services provided by the Health department.
- Maintains relationships with other County offices, public and private agencies and community groups.
- Recommends hiring, terminations and other personnel actions.
- Reviews and evaluates proposals for new services and/or program modifications and evaluates services and when necessary, implements changes.
- Performs other duties as assigned.

ASSISTANT DIRECTOR OF PUBLIC HEALTH – 3

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 usually performed in an office environment; continuous contact with staff and the public.

Desirable Qualifications

- Knowledge of principles, practices and trends in public administration, leadership and management
- Knowledge of public health practice and its relationship to the development and operations of public programs and services.
- Knowledge of Federal, State and County laws and regulations applicable to public health programs and communicable disease control.
- Knowledge of Department and County policies and procedures
- Knowledge of grant proposals, budgets, and financial reporting
- Principles and techniques of effective employee supervision, training, and development.
- Skill in scheduling and supervising staff, delegating tasks and authority, and coaching to improve staff performance.
- Skill in understanding, interpreting and applying relevant statutes, ordinances, codes and regulations.
- Skills in assessing and prioritizing multiple tasks, projects and demands.
- Skill in establishing and maintaining effective working relations with co-workers, other county employees and representatives from other county, state and federal agencies.
- Skill in analyzing and interpreting fiscal and accounting records, and financial statements.
- Skill in following and effectively communicating verbal and written instructions.

ASSISTANT DIRECTOR OF PUBLIC HEALTH – 4

Training and Experience

- Master's degree in Public Health, Public Health Nursing, Community Health, Environmental Health, Business Administration, Public Administration, or a related field from an accredited college or university.
- *Five (5) years of experience in public health, community health, health education programs or related programs of which must have included at least three (3) years of administrative or management experience at the division director, program and/or facility manager in a public health, community health, or environmental health program involving the evaluation, administration and program direction of varied types of public health services and programs requiring large expenditures of funds would provide such opportunity.*
- *Job related experience may be substituted for educational requirements on a year-to-year basis. Job related experience would be defined as experience performing duties set forth in the "Example of Duties" in this job description.*

Special Requirements

Possession of an appropriate California Driver's License issued by California Department of Motor Vehicles. 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.

GREEN WASTE ATTENDANT

DEFINITION

Under general supervision, performs a variety of assignments related to the monitoring and coordination of public deliveries at green waste collection facilities.

DISTINGUISHING CHARACTERISTICS

Incumbents initially work under close supervision in a training and learning capacity. When sufficient job knowledge is obtained and sound work habits have been demonstrated, an incumbent will be expected to work with little or no supervision.

REPORTS TO

Solid Waste Administrator or designee

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

GREEN WASTE ATTENDANT - 2

EXAMPLES OF DUTIES

Inspects green waste materials delivered by the public to ensure that no unpermitted materials are deposited, directs public with the orderly deposition of green waste; calculates volume of green waste delivered to collection facility, collects appropriate fees and makes change when necessary; writes receipts to the public for payment received; Monitors the safe disposal of green waste including safety and fire monitoring and suppression, as necessary, utilizing a fire extinguisher and fire hose. Performs a variety of unskilled and semi-skilled duties in the maintenance of the green waste collection site.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; lift and move objects weighing up to 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to moving equipment; constant contact with the public.

GREEN WASTE ATTENDANT - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Safe driving practices and the California Vehicle Code relating to the operation of motor vehicles.
- Work safety practices.

Ability to:

- Performs a variety of unskilled and semi-skilled duties in the maintenance of the green waste collection site
- Utilize a fire extinguisher and hose reel.
- Calculate volume.
- Collect fees and make change as necessary
- Maintain basic records.
- Perform light physical labor.
- Follow oral and written directions.
- Maintain and make basic repairs to equipment.
- Establish and maintain cooperative working relationships with the public.

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

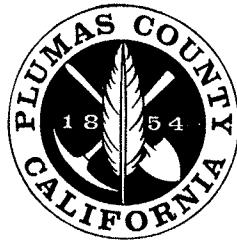
Previous work experience with public contact is highly desirable.

Special Requirements: Possession of an appropriate valid and current California Driver's License required to meet the performance requirements of the position.

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 MENTAL HEALTH

Peter Livingston, LCSW, Director
270 County Hospital Road, Suite 109 Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045
plivingston@kingsview.org



MEMO

DATE: AUGUST 10, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: PETER LIVINGSTON, LCSW, DIRECTOR

SUBJECT: AGENDA ITEM FOR BOARD MEETING OF AUGUST 19, 2014

REGARDING: AUTHORIZATION TO RECRUIT FOR AND FILL VACANT, ALLOCATED, AND FUNDED POSITIONS: 1 FTE PROGRAM CHIEF; 1 FTE MENTAL HEALTH OR BEHAVIORAL HEALTH THERAPIST.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Authorize the Mental Health Department to recruit for and fill two vacant, allocated, and funded clinical positions: 1 FTE Program Chief (for Child Programs), and 1 FTE Mental Health I or II, or Behavioral Health Therapist I or II.

BACKGROUND AND DISCUSSION: The resignation of one of Mental Health's two allocated Program Chief positions has created a vacancy that needs to be filled. This Program Chief position has primary responsibility for Child Programs and shared responsibility for providing supervision and oversight of all clinical staff, including therapists and case managers. The Program Chief positions, in conjunction with the Director, provide continuous supervisory access (24/7/365) for all clinical staff relating to 5150 evaluations. With the advent of a higher percentage of clinical staff falling in the categories of Board of Behavioral Sciences registered interns and academic (Masters level) interns, the need for supervision and monitoring is high.

The Mental Health Therapist position has been vacant for at least the past 10 months. There are a total of two Mental Health Therapist positions currently vacant, allocated, and funded, one of which was previously authorized to be filled. The current request is for permission to fill the clinical therapist position in either the Mental Health Therapist or Behavioral Health Therapist job description. It is the intent of the Director to diversify allocated therapist positions by placing an increased emphasis on the hiring of Behavioral Health Therapists when all other factors are equal; this effort will enhance the capacity of the Department in serving individuals with Co-occurring Disorders.

A Critical Staffing Questionnaire has been completed.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCMH request to fill a 1.00 FTE Program Chief Allocation 8-19-14

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide adequate supervision for clinical staff and to provide collaborative services to various segments of the community and county government.**
- Why is it critical that this position be filled at this time? **There are currently 14 allocated clinical positions that require clinical supervision. Additional clinical positions are needed to successfully meet clinical demand. Adequate supervision, both for regular clinical services, as well as 24-hour OnCall psychiatric emergency supervision, must be provided by the Department. The Director is unable to provide supervision services in addition to all of the other tasks and responsibilities that he is responsible for.**
- How long has the position been vacant? **Approximately two weeks.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon caseloads and management policy and structure. It is believed that, considering the other duties assigned to the PCMH Program Chief positions, that PCMH is in line with other counties.**
- What core function will be impacted without filling the position prior to July 1?
 - **Adequate supervision of clinical services delivered;**
 - **Oversight of the provision of emergency services and 5150 assessments;**
 - **Compliance with state and county expectations regarding employee oversight;**
 - **The provision of collaborative services in the community;**
 - **Decreased ability to implement rehabilitative measures within the department;**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **N/A Revenues are generated via billing for direct services to Medi-Cal, Realignment funds, and MHSA funds.**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local

funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal, Realignment, and MHSA funding sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, other less important clinical positions can be eliminated, or the shortfall can be compensated for from departmental reserves.**

- 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? **This position does not require any general fund support**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCMH has a reserve that would provide service coverage for some time.**

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCMH request to fill a 1.00 FTE Mental Health Therapist I or II position or Behavioral Health Therapist I or II position. Board Meeting of August 19, 2014.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time? **This position needs to be filled as the result of an existing vacancy and to provide clients and citizens with a baseline level of service.**
- How long has the position been vacant? **The position has been vacant prior to October 2013; as other MHT positions have also been vacant during that period of time, there has been no delay to the hiring process.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1? **There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24 hour crisis services. New requests for services will be delayed.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff moral and will risk additional staff turnover which will incur additional cost.**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal, Realignment, and MHSAs sources. As such, funding is expected to remain stable. In the event of a**

considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.

- 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? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCMH has a reserve that would provide financial coverage if needed.**

PLUMAS COUNTY MENTAL HEALTH

Peter Livingston, LCSW, Director
270 County Hospital Road, Suite 109 Quincy, CA 95971
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MEMO

DATE: AUGUST 11, 2014
TO: HONORABLE BOARD OF SUPERVISORS
FROM: PETER LIVINGSTON, LCSW, DIRECTOR *MR for PML*
SUBJECT: AGENDA ITEM FOR BOARD MEETING OF AUGUST 19, 2014
REGARDING: EMERGENCY COMPUTER REPLACEMENT AND AUGMENTATION

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Authorize Plumas County Mental Health to purchase replacement (and augmentation) computers through its electronic healthcare records provider, Kings View Corporation, in the amount of \$88,715.11, as detailed in the attached Schedule A, PCMH Information Technology Needs Survey, and funded on a proportional-use basis from existing fund balances in Departments 70570 (Mental Health); 70571 (MHS); 70569 (AB 109); 70574 (Sierra House); and 70575 (Drop-in Center).

BACKGROUND AND DISCUSSION: Plumas County Mental Health is fully dependent on an intricate network of computer technology to document clinical services and to accomplish billing and compliance functions. The existing computer system at PCMH is approximately 8 years old, is obsolete, and in need of replacing. With the advent of Telepsychiatry and high-speed fiber optic internet service, computers that are capable of operating in these technologically advanced environments are mandatory.

PCMH's existing computers are still running the Microsoft XP operating system, which is no longer supported (i.e. no additional security patches, fixes, or upgrades). As such, the network is exposed to a higher degree of security risk. The current computers are not capable of being upgraded to the newer operating systems. In addition, inter-operability with third-party software is degraded, with end-users experiencing an increasing number of problems in getting basic programs to work properly on a consistent basis. These problems have resulted in increased inefficiencies and notable end-user frustration.

Computer equipment, both workstations and monitors have been failing at an increasing rate. The Department has now utilized all unused computers and monitors (existent as the result of unfilled positions) as a means of keeping a bare minimum of computers in service. The Department recently had to purchase its first new replacement computer to keep up with the minimum needs.

Kings View Corporation provides Electronic Health Records software and support (Anasazi) as well as network support. Consultants at Kings View note that our existing computers have lasted far beyond their expected life. The typical lifespan of a desktop computer is most often cited at 3 – 5 years. Computers in the PCMH network are thus at twice the normal lifespan. Kings View provides

provisioning of all computers, including new versions of core software programs (Office 2013) and current versions of ancillary third-party software required to conduct basic internet-based functions (i.e. Internet Explorer; Silverlight; Adobe programs; PDF program, etc.)

In addition to the replacement of existing computers, consideration has been given to PCMH's development of Telepsychiatry services. This computer purchase request augments the basic level of computers previously in place. It is anticipated that during the current fiscal year, PCMH will implement Telepsychiatry services in each of the four geographic areas of the county, as well as at the Drop-in Center. Owing to the need for higher technological capacity of the Telepsychiatry computers, a set of high-specification workstations and large-screen monitors has been identified. With additional specialized tele-conferencing software (not included in this purchase), the Telepsychiatry computers will ultimately be capable of providing tele-conferencing both at an inner-departmental level and with outside sources (i.e. trainings, seminars, possible teleconferencing use by other county departments, etc.) which should result in improved efficiencies and greater access to capacity building resources without having to physically leave the county or regional locations.

A small number of laptop and tablet computers were identified as being needed. Uses for these devices include: mobile capability for Case Managers and nurses; support for Management Team members when attending out of the area conferences; mobile capability for the Information Systems Technician; and accessibility for fiscal staff for use at trainings.

See attached Schedule A, PCMH Computer Needs Survey, for a detailed inventory of technology items sorted by location and job function, which includes unit pricing information. In addition, specifications are provided for the basic workstation units and the telepsychiatry units.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Plumas County Mental Health
Information Technology System Needs Survey

Position/Location	Desktop	Laptop	Tablets	Monitor	Monitor Stand	TV screen	Server	Telepsych	
ANNEX		1					1		
Conference room Large	1	0		2	1	1		1	
Conference room Small-10910	2	1		4	2				
Front desk/Fiscal staff	5	1		10	5				
IT	1	1		2	1				
Rm 10902- Fiscal Officer	1	1		2	1				
Rm 10903- Juvinile Program Chief	1	1	1	2	1				
Rm 10910- Director				1	0	0			
Rm 10911-Telepsych room	1			2	1				
Rm 10912- M.H therapist J.B	1			2	1				
Rm 10913 -Adult Program Chief	1			2	1				
Rm 10914- QA QI	1			2	1				
Rm 10916- M.H Therapist- B.P	1			2	1				
Rm 10917- M. H Therapist- S.S	1			2	1				
Rm 10919- M.H Therapist- M.H	1			2	1				
Rm 10920- M.H Therapist- K.S	1			2	1				
Rm 10922- M.H Therapist- P.J	1			2	1				
Rm 10923- M.H Therapist- J.G	1			2	1				
Rm 10925- Case Managers- K.H & R.H	2			4	2				
Rm 10926- Case Managers- R.J & K.P	2			4	2				
RM 10927- Case Manager- M.L	1			2	1				
Total	26	6	2	52	26	1	1	1	
Total Cost	\$ 19,887.66	\$ 3,839.94	\$ 2,600.00	\$ 8,574.28	\$ 2,247.18	\$ 1,000.00	\$ 629.30	\$ 2,825.99	\$ 41,604.35
Estimated taxes	\$ 1,491.57	\$ 288.00	\$ 195.00	\$ 618.34	\$ 168.54	\$ 75.00	\$ 47.20	\$ 211.95	\$ 3,095.60
Position/Location	Desktop	Laptop	Tablets	Monitor	Monitor Stand	TV screen	Server	Telepsych	
DIC		1		2		1		1	
Cont. care coord.	1			2	1				
Fiscal tech	1			2	1				
Case Manager/S.H.M	2			4	2				
Case Manager/Nurse	2			4	2				
Nurses	2			4	2				
Client	1			1		1			
Total	9	1		19	8	2		1	
Total Cost	\$ 6,884.19	\$ 639.99		\$ 3,132.91	\$ 691.44	\$ 2,000.00		\$ 2,825.99	\$ 16,174.52
Estimated taxes	\$ 516.31	\$ 48.00		\$ 222.60	\$ 51.86	\$ 150.00		\$ 211.95	\$ 1,200.72
Position/Location	Desktop	Laptop	Tablets	Monitor	Monitor Stand	TV screen	Server	Telepsych	
Sierra House									
Sierra House Manager(S.H.M)	1	0		2	1				
Total	1	0		2	1				
Total Cost	\$ 764.91	\$ -		\$ 329.78	\$ 86.43				\$ 1,181.12
Estimated taxes	\$ 57.37			\$ 24.73	\$ 6.48				\$ 88.58
Position/Location	Desktop	Laptop	Tablets	Monitor	Monitor Stand	TV screen	Server	Telepsych	
Portola	2	0		6	3	1		1	
Total	2	0		6	3	1		1	
Total Cost	\$ 1,529.82	\$ -		\$ 989.34	\$ 259.29	\$ 1,000.00		\$ 2,825.99	\$ 6,604.44
Estimated taxes	\$ 114.74			\$ 74.20	\$ 19.45	\$ 75.00		\$ 211.95	\$ 495.34
Position/Location	Desktop	Laptop	Tablets	Monitor	Monitor Stand	TV screen	Server	Telepsych	
Chester	2	0		6	3	1		1	
Total	2	0		6	3	1		1	
Total Cost	\$ 1,529.82	\$ -		\$ 989.34	\$ 259.29	\$ 1,000.00		\$ 2,825.99	\$ 6,604.44
Estimated taxes	\$ 114.74			\$ 74.20	\$ 19.45	\$ 75.00		\$ 211.95	\$ 495.34
Position/Location	Desktop	Laptop	Tablets	Monitor	Monitor Stand	TV screen	Server	Telepsych	
Greenville	2	0		6	3	1		1	
Total	2	0		6	3	1		1	
Total Cost	\$ 1,529.82	\$ -		\$ 989.34	\$ 259.29	\$ 1,000.00		\$ 2,825.99	\$ 6,604.44
Estimated taxes	114.74				74.2	19.45	75	211.95	495.34
Grand Total Equipment	42	7	2	91	44	6	1	5	
Estimated Shipping costs	\$ 863.52	\$ 143.92	\$ 41.12	\$ 1,870.96	\$ 904.64	\$ 123.36	\$ 20.56	\$ 102.80	

Estimated costs of all machines

Annex (with telepsych)	\$ 41,604.35
DIC (With telepsych)	\$ 16,174.52
Sierra House	\$ 1,181.12
Portola (with telepsych)	\$ 6,604.44
Chester (With telepsych)	\$ 6,604.44
Greenville (with telepsych)	\$ 6,604.44
	\$ 78,773.31
Estimated Taxes	\$ 5,870.92
Estimated Shipping	\$ 4,070.88
Grand Total	\$ 88,715.11



800.808.4239

HP EliteDesk 800 G1 - Core i7 4770 3.4 GHz - 4 GB - 500 GB

Mfg. Part: E1Z82UT#ABA | CDW Part: 3079101 | UNSPSC: 43211508



- SFF
- 1 x Core i7 4770 / 3.4 GHz
- RAM 4 GB
- HDD 500 GB
- DVD SuperMulti
- HD Graphics 4600
- GigE
- Windows 8 Pro 64-bit
- vPro
- Monitor : none.
- Smart Buy

Availability: In Stock

Ships today if ordered within 4 hrs 39 min.

\$799.99

Advertised Price

Lease Option (\$24.96 /month)

Recommended WarrantyElectronic HP Care Pack Next Business Day
Hardware Support with Disk Retent**\$20.94**

Advertised Price

Recommended ServiceCDW HARDWARE INSTALLED ON
DESKTOP/NOTEBOOK/PRINTER**\$17.95**

Advertised Price

Product Overview

Main Features

- SFF
- 1 x Core i7 4770 / 3.4 GHz
- RAM 4 GB
- HDD 500 GB
- DVD SuperMulti
- HD Graphics 4600
- GigE
- Windows 8 Pro 64-bit
- vPro
- Monitor : none.
- Smart Buy

Business demands confidence. Here's yours. Designed to perform, impress, and protect-the sleek HP EliteDesk 800 G1 helps you power through to business success while allowing customized deployment.

Energy/Environment standardsENERGY STAR Qualified **Yes**

Technical Specifications

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Processor

Clock Speed:	3.4 GHz
Generation:	4
Installed Qty:	1
Manufacturer:	Intel
Max Supported Qty:	1
Max Turbo Speed:	3.9 GHz
Number of Cores:	Quad-Core
Processor Main Features:	Intel Turbo Boost Technology 2
Processor Number:	I7-4770
Type:	Core i7
Upgradability:	Upgradable

Optical Storage

Drive Type:	DVD SuperMulti
Interface Type:	Serial ATA
Type:	DVD±RW (±R DL) / DVD-RAM

RAM

Data Integrity Check:	Non-ECC
Features:	Unbuffered
Form Factor:	DIMM 240-pin
Installed Size:	4 GB
Max Supported Size:	32 GB
Memory Specification:	PC3-12800
Compliance:	
Memory Speed:	1600 MHz
Technology:	DDR3 SDRAM

Storage Hard Drive

Capacity:	500 GB
Interface Type:	Serial ATA-600

Service & Support

On-Site Warranty:	On-site
Type:	3 years warranty

Audio Output

Compliant Standards:	DTS Sound , High Definition Audio , SRS Premium Sound
Form Factor:	Integrated
Max Sampling Rate:	192 kHz
Sound Output Mode:	Stereo

Bay Provided

Form Factor:	2.5"
Total Qty:	1
Form Factor:	3.5"
Form Factor:	5.25" x 1/6H (Slim Line)
Free Qty:	0

Cabinet

Chassis Built-in Devices:	Solenoid hood lock
---------------------------	--------------------

Card Reader

Type:	16 in 1 card reader
-------	---------------------

Dimensions & Weight

Depth:	14.9 in
Height:	3.9 in
Weight:	16.8 lbs
Width:	13.3 in

Display

Type:	None.
-------	-------

Environmental Parameters

Humidity Range Operating:	10 - 90% (non-condensing)
Max Operating Temperature:	95 °F
Min Operating Temperature:	50 °F

Header

Brand:	HP
Compatibility:	PC
Country Kits:	United States
Localization:	English
Manufacturer:	Hewlett Packard Smart Buy
Model:	800 G1
Packaged Quantity:	1
Product Line:	HP EliteDesk

Input Device

Type:	Keyboard , Mouse
-------	------------------

Interface Provided

Location:	2 front, 2 rear
Qty:	4
Type:	USB 3.0

Location: 2 front, 4 rear
Qty: 6
Type: USB 2.0

Location: 1 in front
Qty: 1
Type: Headphones

Type: Microphone

Type: VGA

Qty: 2
Type: DisplayPort

Type: LAN (Gigabit Ethernet)

Type: Audio line-out/line-in

Type: PS/2 keyboard

Type: PS/2 mouse

Type: Serial

Mainboard

Chipset Type: Intel Q87 Express

Miscellaneous

Compliant Standards: ACPI
Features: 92% efficiency power supply , Active Power Factor Correction (PFC) , Administrator password , HP BIOS Protection , HP Disk Sanitizer , Intel Active Management Technology (iAMT) , Intel Identity Protection Technology (Intel IPT) , Power-on password , Setup Password

Manufacturer Selling Program: HP Smart Buy

Product Color: Black

Networking

Compliant Standards: IEEE 802.1p , IEEE 802.1Q , IEEE 802.2 , IEEE 802.3 , IEEE 802.3ab , IEEE 802.3az , IEEE 802.3u
Data Link Protocol: Ethernet , Fast Ethernet , Gigabit Ethernet
Ethernet Controller(s): Intel I217LM
Features: Auto-uplink (auto MDI/MDI-X) , PXE support , Wake on LAN (WoL)
Form Factor: Integrated
Remote Management Protocol: ASF 2.0

Optical Storage (2nd)

Type: None

OS Provided

Edition: Windows 8 Pro
Family: Windows 8
Type: Windows 8 Pro 64-bit Edition

Power Device

80 PLUS Certification: 80 PLUS
Frequency Required: 50/60 Hz
Nominal Voltage: AC 120/230 V
Power Provided: 240 Watt
Type: Power supply

Printer

Type: None

Service

Support Details Full Contract Period: 3 years
Support Details Location: On-site
Support Details Service: Parts and labor
Included:
Support Details Type: Limited warranty

Slot Provided

Total Qty: 4
Free Qty: 2
Total Qty: 2

Free Qty:	1
Total Qty:	1
Free Qty:	0
Software	
Type:	Adobe Flash Player , Computrace , CyberLink Media Suite , CyberLink PhotoDirector , CyberLink Power2Go , CyberLink PowerDirector , Cyberlink PowerDVD , Device Access Manager , Drive Encryption for HP ProtectTools , EverNote , File Sanitizer for HP ProtectTools , HP Client Security , HP ePrint , HP Page Lift , HP Recovery Disc Creator , HP Support Assistant , HP Unified Extensible Firmware Interface (UEFI) Support Environment , Microsoft Security Essentials , PDF Complete , Skype
Storage Controller	
Form Factor:	Integrated
Installed Qty:	1
Interface Type:	Serial ATA-600
Type:	Serial ATA
Storage Controller (2nd)	
Type:	None
Storage Removable	
Type:	None
System	
Designation:	Corporate business , Small business
Embedded Security:	Trusted Platform Module (TPM 1.2) Security Chip
Hard Drive Capacity:	500 GB
Platform Technology:	Intel vPro Technology
Type:	Personal computer
Video Output	
Form Factor:	Integrated
Graphics Processor Series:	Intel HD Graphics
Graphics Processor Vendor:	Intel HD Graphics 4600
Video Interfaces:	DisplayPort , VGA
Hard Drive	
Installed Qty:	1
Interface Class:	Serial ATA
Spindle Speed:	7200 rpm
Type:	HDD
Hard Drive (2nd)	
Type:	None
Cache Memory	
Installed Size:	8 MB
Per Processor Size:	8 MB
Chassis	
Form Factor:	Desktop
Manufacturer Form Factor:	Small form factor
Environmental Standards	
ENERGY STAR Qualified:	Yes
Expansion Bays	
Form Factor (metric):	6.4 cm
Type:	Internal
Form Factor (metric):	8.9 cm
Type:	External
Form Factor (metric):	13.3 cm x 1/6H (Slim Line)
Expansion Slots	
Size:	Low-profile
Type:	DIMM 240-pin
Type:	PCIe 2.0 x1
Type:	PCIe 3.0 x16
Type:	PCIe 2.0 x16

Type: CPU

Hard Drive (3rd)

Type: None

Keyboard

Interface: USB

Keyboard Name: HP Standard Keyboard

Mouse

Interface: USB

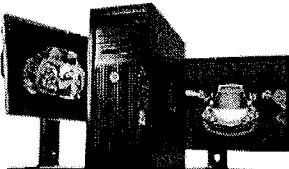
Technology: Optical

This page was printed on 8/11/2014 11:21:35 AM.

*Helps you h...***800.800.4239**

HP Workstation Z420 - Xeon E5-1620V2 3.7 GHz - 16 GB - 256 GB

Mfg. Part: F1L64UT#ABA | CDW Part: 3293339 | UNSPSC: 43211515



- CMT
- 1 x Xeon E5-1620V2 / 3.7 GHz
- RAM 16 GB
- SSD 256 GB
- DVD SuperMulti
- Quadro K4000
- GigE
- Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade
- pre-installed: Windows 7
- vPro
- Monitor : none.
- Smart Buy

Availability: In Stock

Ships today if ordered within 4 hrs 40 mins.

\$2,825.99

Advertised Price

Lease Option (\$88.17 /month)

Recommended Warranty

Electronic HP Care Pack Comptrace Data Protection - extended service agree

\$79.99

Advertised Price

Recommended Service

CDW Install Custom Created Image on desktop or notebook system

\$32.99

Advertised Price

Product Overview

Main Features

- CMT
- 1 x Xeon E5-1620V2 / 3.7 GHz
- RAM 16 GB
- SSD 256 GB
- DVD SuperMulti
- Quadro K4000
- GigE
- Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade
- pre-installed: Windows 7
- vPro
- Monitor : none.
- Smart Buy

Performance you want. Value you need. Maintain professional expandability in an accessible, tool-free mini-tower form factor-all at a great price. With support for next-generation Intel Xeon processor families, the latest graphics technology, and increased I/O expandability, the HP Z420 has the power you need to get the job done.

Technical Specifications

Specifications are provided by the manufacturer. Refer to the manufacturer for an explanation of the print speed and other ratings.

Processor

Clock Speed:	3.7 GHz
Installed Qty:	1
Manufacturer:	Intel
Max Supported Qty:	1
Max Turbo Speed:	3.9 GHz
Number of Cores:	Quad-Core
Processor Main Features:	Hyper-Threading Technology , Intel Turbo Boost Technology 2
Processor Number:	E5-1620V2
Type:	Xeon

Upgradability: Upgradable

Optical Storage

Drive Type: DVD SuperMulti
Interface Type: Serial ATA
Type: DVD±RW (±R DL) / DVD-RAM

Storage Hard Drive

Capacity: 256 GB
Interface Type: Serial ATA-600

RAM

Configuration Features: 2 x 8 GB
Data Integrity Check: ECC
Features: Quad channel memory architecture , Unbuffered
Form Factor: DIMM 240-pin
Installed Size: 16 GB
Max Supported Size: 64 GB
Memory Specification: PC3-12800
Compliance:
Memory Speed: 1600 MHz
Technology: DDR3 SDRAM

Service

Support Details Full Contract Period: 3 years
Support Details Location: On-site
Support Details Service: Parts and labor
Included:
Support Details Type: Limited warranty

Audio Input

Type: None

Audio Output

Compliant Standards: High Definition Audio
Form Factor: Integrated

Bay Provided

Form Factor: 5.25" x 1/2H
Free Qty: 2
Total Qty: 3

Form Factor: 3.5" x 1/3H

Cabinet

Chassis Built-in Devices: Speaker

Dimensions & Weight

Depth: 17.5 in
Height: 17.6 in
Weight: 27.6 lbs
Width: 7 in

Display

Type: None.

Environmental Parameters

Humidity Range Operating: 8 - 85% (non-condensing)
Max Operating Temperature: 95 °F
Min Operating Temperature: 41 °F

Header

Brand: HP
Compatibility: PC
Country Kits: United States
Localization: English
Manufacturer: Hewlett Packard Smart Buy
Model: Z420
Packaged Quantity: 1
Product Line: HP Workstation

Input Device

Type: Keyboard , Mouse

Interface Provided

Location: 2 front, 2 rear
 Qty: 4
 Type: USB 3.0

Location: 1 front, 4 rear
 Qty: 5
 Type: USB 2.0

Qty: 1
 Type: PS/2 mouse

Type: PS/2 keyboard

Type: LAN (Gigabit Ethernet)

Type: Audio line-in

Location: 1 front, 1 rear
 Qty: 2
 Type: Microphone

Type: Audio line-out

Location: 1 in front
 Type: Headphones

Type: FireWire

Type: DisplayPort

Type: DVI-I (dual link)

Mainboard

Chipset Type: Intel C602
 Processor Socket: LGA2011 Socket

Miscellaneous

Color: Jack black
 Compliant Standards: ACPI 2.0 , RoHS , WEEE
 Features: 90% efficiency power supply , Active Power Factor Correction (PFC) , Audio ports control , Network port control , Power-on password , Security lock slot (cable lock sold separately) , System password , USB port control
 Manufacturer Selling Program: HP Smart Buy
 Product Color: Black

Networking

Compliant Standards: IEEE 802.1p , IEEE 802.1Q , IEEE 802.2 , IEEE 802.3 , IEEE 802.3ab , IEEE 802.3az , IEEE 802.3u
 Data Link Protocol: Ethernet , Fast Ethernet , Gigabit Ethernet
 Ethernet Controller(s): Intel 82579LM
 Features: Auto-uplink (auto MDI/MDI-X) , PXE support , Wake on LAN (WoL)
 Form Factor: Integrated

Optical Storage (2nd)

Drive Type: None
 Type: None

OS Provided

Edition: Windows 7 Professional , Windows 8.1 Pro
 Family: Windows 7 , Windows 8.1
 Preinstalled OS: Windows 7
 Type: Microsoft Windows 7 Professional 64-bit Edition / Windows 8.1 Pro 64-bit Edition downgrade

Power Device

80 PLUS Certification: 80 PLUS
 Frequency Required: 50/60 Hz
 Nominal Voltage: AC 120/230 V
 Power Provided: 600 Watt
 Type: Power supply

Service & Support

On-Site Warranty: On-site
 Type: 3 years warranty

Slot Provided

Free Qty: 0
 Total Qty: 1
 Free Qty: 6

Total Qty:	8
Free Qty:	1
Total Qty:	2
Storage Controller	
Channel Qty:	2
Form Factor:	Integrated
Installed Qty:	1
Interface Type:	Serial ATA-600
RAID Level:	RAID 0 , RAID 1
Type:	Serial ATA
Storage Controller (2nd)	
Channel Qty:	8
Controller Interface Type:	Serial ATA-300
Form Factor:	Integrated
Installed Qty:	1
RAID Level:	RAID 0 , RAID 1 , RAID 10 , RAID 5
Type:	RAID
Storage Removable	
Type:	None
System	
Designation:	Corporate business , Small business
Embedded Security:	Trusted Platform Module (TPM 1.2) Security Chip
Hard Drive Capacity:	256 GB
Platform Technology:	Intel vPro Technology
Type:	Workstation
Video Output	
Form Factor:	Plug-in card
Graphics Processor Series:	NVIDIA Quadro
Graphics Processor Vendor:	NVIDIA Quadro K4000
Interface Type:	PCI Express 2.0 x16
Video Interfaces:	DisplayPort , DVI
Audio Output Details	
Speaker Type:	None
Cache Memory	
Installed Size:	10 MB
Per Processor Size:	10 MB
Chassis	
Form Factor:	Mini tower
Manufacturer Form Factor:	Convertible mini tower
Expansion Bays	
Form Factor (metric):	13.3 cm x 1/2H
Type:	External
Form Factor (metric):	8.9 cm x 1/3H
Type:	Internal
Expansion Slots	
Type:	CPU
Type:	DIMM 240-pin
Size:	Full-length, full-height
Slot Comments:	X1 mode
Type:	PCIe 2.0 x4
Type:	PCIe 3.0 x16
Slot Comments:	X4 mode
Type:	PCIe 2.0 x8
Type:	PCIe 3.0 x8
Type:	PCI
Hard Drive	
Installed Qty:	1
Interface Class:	Serial ATA

Type: SSD

Hard Drive (2nd)

Type: None

Hard Drive (3rd)

Type: None

Keyboard

Interface: USB

Keyboard Name: HP Standard Keyboard

Mouse

Features: Scroll

Interface: USB

Technology: Optical

Printer

Type: None

Video Memory

Installed Size: 3 GB

Technology: GDDR5 SDRAM

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BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JON KENNEDY, DISTRICT 5



4A

August 19, 2014

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

**Subject: Encroachment Permit Request
Sierra Buttes Trail Stewardship
Lost Sierra Endurance Run
September 06, 2014
Graeagle, CA**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jon Kennedy, Chair

Cc: Plumas County Director of Public Works

LOST SIERRA

OPERATING PLAN 2014

OVERVIEW
PREPARATION
LOGISTICS
EMERGENCY
COURSE MAPS
ROAD & TRAIL CLOSURES
CAMPING
PARKING
SANITATION

Applicant: Sierra Buttes Trail Stewardship (SBTS)
PO Box 268 Clio, CA 96106

Contact: Tara Stone (530) 545-2580 tara@sierratrails.org

Approved by:

Executive Director, SBTS

Date:

Plumas Forest Beckwourth Ranger

Date:

Cal-Trans

Date: _____

California Highway Patrol

Date: _____

Plumas County Public Works

Date: _____

OVERVIEW

PROPOSED DATES:

September 6, 2014

ORGANIZED EVENTS: (see *logistics* for complete details and maps)

- 50 kilometer (32 mile) course
- 33 kilometer (18 mile) course
- 10 kilometer (5 mile) course

PROPOSED NUMBER OF ENTRIES:

- 500 participants

COMMUNITY EVENTS:

- **Community Expo-** Saturday September 6
Location: Graeagle Soccer Fields

EVENT BENEFICIARY

The net proceeds from this event benefit the Sierra Buttes Trail Stewardship Trail Maintenance Program

PREPARATION

PRE-EVENT PREPARATION

- One (1) week prior to the event, a listing of road closures and trail closures will be posted in Graeagle, Lakes Basin Recreation Area, Sierra City, Downieville and throughout the Plumas National Forest. Signage will state event dates and times
- One (1) week prior to the event, ads will be printed in the Portola Reporter and Mountain Messenger newspapers, listing the dates and times of the event
- An operations meeting will be held prior to the event with the Plumas Forest, Graeagle Fire Department, Sierra City Fire Department, Plumas County Sheriff, Sierra County Sheriff, Plumas County Public Works, Sierra County Public Works, CHP and Graeagle Medical Clinic

ADDITIONALLY INSURED:

The following agencies will be listed as additionally insured:
Sierra County, California
Plumas County, California
US Government
Graeagle Land & Water (land owner)

LOGISTICS



4B

Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: August 11, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for August 19, 2014

Item Description/Recommendation: Approve an Agreement between Trilogy Integrated Resources for the purpose of developing the Plumas County Network of Care website.

Background Information: NACo, in partnership with Trilogy Integrated Resources, has launched a highly interactive, single information Internet network that consumers, community-based organizations, and local and state governments can use to access a wide variety of important information relating to social services.

The Network of Care's individual Web sites and eLearning online training services focus on several social services areas — such as behavioral health, aging and people with disabilities, developmental disabilities, children and families, domestic violence and public health. The Web sites give critical service information, support, advocacy and state-of-the-art communication tools to consumers, caregivers and providers.

The resources available in the Network of Care include an easy-to-use service directory, comprehensive health library, a secure personal health record-keeping tool for consumers and caregivers, a political advocacy tool and links to pertinent Web sites from across the nation.

Public and private agencies can use the network's comprehensive eLearning management system, to develop, deliver, track and manage employee training. The system manages the training and development process of online as well as classroom courses, vastly improving efficiency and lasting outcomes.

The Network of Care was selected through a nationally solicited competitive bid process by Fairfax County, Va. Acting as the lead public agency, Fairfax County issued a national request for proposal (RFP) for a comprehensive, integrated Web-based information and referral system. Trilogy Integrated Resources' Network of Care was selected as the sole provider of these services and partners with NACo to offer the program throughout the country.

The NACo contract is available immediately. The initial award is for three years, followed by three annual renewals. Most public agencies can piggyback on a contract competitively bid by another public agency, eliminating the need to bid for the services themselves.

Please contact me should you have any questions, or need additional information. Thank you.

PLUMAS COUNTY MENTAL HEALTH

Peter Livingston, LCSW, Director
270 County Hospital Road, Suite 109 Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045
plivingston@kingsview.org



MEMO

DATE: AUGUST 11, 2014
TO: HONORABLE BOARD OF SUPERVISORS
FROM: PETER LIVINGSTON, LCSW, DIRECTOR
SUBJECT: AGENDA ITEM FOR BOARD MEETING OF AUGUST 19, 2014
REGARDING: SERVICES AGREEMENT WITH IDEA CONSULTING FOR THE PURPOSE OF CREATING THE REQUIRED 3-YEAR MENTAL HEALTH SERVICES ACT PLAN.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Approve and authorize the Director of Mental Health to sign a Services Agreement with IDEA Consulting, not to exceed \$60,000, for the purposes of creation of the required 3-Year MHSA Plan and other programmatic and compliance related matter; funds to be allocated from existing fund balances in Departments 70570 (Mental Health) and 70571 (MHSA); agreement approved as to form by County Counsel.

BACKGROUND AND DISCUSSION: The Mental Health Services Act (MHSA, aka Proposition 63) was passed in 2004. The purposes and intent behind the proposition included: to address Serious Mental Illness (SMI) with prevention and early intervention efforts; to reduce adverse impacts of untreated SMI; to create and expand innovative service delivery programs; and, to provide services that are not covered by existing insurance or federal programs.

I.D.E.A. Consulting holds expertise in all aspects of the MHSA, and has provided consultation to other counties which, as a result, have implemented a variety of successful programs. See the attached organization information regarding IDEA Consulting and its principal, Nancy M. Callahan, Ph.D. In addition to consultancy regarding the MHSA 3-Year Plan, it is believed that development of a working relationship with Ms. Callahan will prove to be a benefit to the Department going forward owing to the broad degree of expertise that she and the members of her firm possess regarding all aspects of Mental and Behavioral Health Department operations and governmental compliance. See Exhibit A, Scope of Work, to understand the broad range of services that can be provided by IDEA Consulting.

For a number of reasons, PCMH has fallen behind in the robust implementation of MHSA programs. The lack of stability in leadership within the Department over the last few years has been a major factor in the lack of ability to engage in constructive planning and consistent implementation of MHSA programs. It is the hope of the Department that MHSA programs may again garner the attention and energy of staff and that a renewed effort can bring innovative programs into existence.

It is the intent of PCMH to expand the scope and presence of MHSA programs in the community. In addition to ongoing annual MHSA funds available to the Department, there are unexpended MHSA funds remaining from previous years that need to be put to work. An analysis of the nature of those funds (amounts, allowable uses, status with the state, requirements that must be met to comply with expenditure criteria, etc.) is underway. With feedback from that process, IDEA Consulting will be in a position to assist the Department in creating the 3-Year Plan in a manner that responsibly utilizes existing financial resources.

At the state level, there is currently an emphasis upon utilization of a "meaningful stakeholder process" in the development of MHSA plans. It is the intent of PCMH to fully engage the stakeholder process by including input from governmental departments, non-profit organizations, community members, and clients and their family members. IDEA Consulting is well positioned to facilitate a meaningful, community-involved process focused on development of programs that will enhance the delivery of mental health services within the county.

It is requested that the Board authorize the Director to sign the Services Agreement with IDEA Consulting.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

I.D.E.A. Consulting provides exemplary leadership to county and state-level systems, assisting them in designing programs, evaluating services, complying with federal and state regulations, and transforming systems to achieve positive outcomes. In addition to working with large systems (e.g., California Department of Mental Health), we also have extensive experience working with rural and frontier counties and states to help them effectively deliver a comprehensive array of services with limited resources.

We have over twenty years of experience in developing outcome measures and performance indicators. We are experts in analyzing statewide and county data and producing effective decision support tools to inform managers, providers, staff, clients, families, and other stakeholders. We analyze and utilize data to develop models for understanding access, quality, cost-effectiveness, and outcomes for mental health and substance abuse service systems.

We collaborate with our clients to transform mental health and substance abuse services into strengths-and recovery-based systems. We assist our partners in improving client access, service quality, and cost-effectiveness. We deliver effective tools and information to support management decision-making and promote positive system change.

Nancy M. Callahan, Ph.D.

Nancy M. Callahan, Ph.D., has over 20 years of experience working in and consulting with systems that deliver mental health services to Medicaid recipients and set Medicaid policy. Dr. Callahan contracted with the California Department of Mental Health to participate in the development of the Medicaid waiver, designing the Rehabilitation Option (1993), and in consolidating Inpatient (1994) and Outpatient (1997) Medi-Cal (Medicaid) services to combine the Medi-Cal fee-for-service and the Short-Doyle/Medi-Cal systems into one coordinated system of care, under the responsibility of county mental health plans. Dr. Callahan also wrote the California Department of Mental Health Rehab Option Manual for documentation standards for Medicaid services in 1993.

Dr. Callahan has consulted with California county mental health programs, providing leadership in developing policies, procedures, training, and evaluation services for the past 17 years. This has included writing Quality Improvement Plans, Compliance Plans, Cultural Competence Plans, and Community Services and Supports Plans for implementing the transformation activities of the Mental Health Services Act in California. She has also consulted with several California counties to assist them in preparing for the annual California External Quality Review and specifically conducting and writing their Performance Improvement Projects.

Since 1990, Dr. Callahan has consulted with state and county agencies in California, Wyoming, Washington, Utah, Nevada, and Texas to assist staff in implementing the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Mental Health Services (CMHS) Data Infrastructure Grants (DIG) and other outcome projects. These activities have included developing and revising data elements for mental health services and designing decision support tools for utilizing data across stakeholder groups.

Dr. Callahan and her team at IDEA Consulting have a long history of analyzing large databases to inform stakeholders regarding access, quality and cost-effectiveness of mental health and substance abuse services. In

2002, IDEA Consulting developed profile reports for all 58 counties in California to show Medicaid clients, services, and dollars across seven years. Statistical analyses were used to compile this data across all California Medicaid clients (N=330,146 per year) for the seven year period. This report was analyzed by age and race/ethnicity. Each county report showed county data, regional data, and statewide data, with written descriptions of each page of data, to help the reader fully understand their service system. It was produced and written for county mental health boards to help them better understand the mental health service systems. These reports were very well received by all mental health stakeholders.

Overview of Services

I.D.E.A. Consulting's services are available on-site, and through telephone and e-mail consultation. Our services are offered on an hourly, per-project, or contract basis. These services include, but are not limited to:

- Mental Health Services Act (MHSA) program design, implementation, evaluation, and reporting;
- Project management and support;
- External Quality Review (EQR) and Medicaid Audit preparation and support;
- Performance Improvement Projects (PIPs);
- Quality improvement support;
- Cultural Competence Plans and training;
- Policy and procedure development for adherence to state and federal requirements;
- Document development and production (e.g., reports, forms, instruments, brochures);
- System-level analysis and program evaluation;
- Special study design, direction, analysis, and presentation;
- Statistical analysis (SAS) of MIS systems and other service utilization data;
- Data modeling for management decision support;
- Staff training, development, and recruitment;
- Presentation development and delivery; and
- Grant writing, implementation, administration, and evaluation.

Contracts

Below is a list of current and past contracts.

State Contracts

- California Department of Mental Health
- Nevada Department of Mental Health
- Utah Department of Mental Health
- Wyoming Mental Health Division
- Wyoming Substance Abuse Division
- Washington Department of Social and Health Services

County Contracts

- Alpine County Behavioral Health
- Butte County Department of Employment and Social Services

- Butte County Behavioral Health
- Colusa County
- Del Norte County Mental Health
- Glenn County Health Services
- Inyo County Behavioral Health
- Lake County Alcohol and Other Drug Services
- Lake County Department of Social Services
- Mendocino County Department of Health and Human Services
- Modoc County Behavioral Health
- Sacramento County Department of Health and Human Services
- San Benito County Behavioral Health
- Tehama County
- Tehama County Department of Social Services
- Trinity County Behavioral Health
- Trinity County Department of Social Services
- Yolo County
-

Research and Evaluation Reports

- Wyoming Mental Health and Substance Abuse Services Division Gaps Analysis Report 2010
- Wyoming Mental Health and Substance Abuse Services Division Title 25 Report
- Wyoming Gaps Analysis Report 2006: Mental Health Services
- Wyoming Gaps Analysis Report 2006: Substance Abuse Services
- CA Independent Assessment for Health Care Financing Agency (HCFA)
- WA Independent Assessment for Health Care Financing Agency (HCFA)
- California Medi-Cal County Profile Report
- California QIC Timeliness Special Study
- IMD Evaluation Study
- Latino Access Study
- Mendocino County Children's System of Care Report
- Performance Improvement Projects (PIP)
- Sacramento County Adult Mental Health Services Independent Expert Review Report

Mental Health Services Act Materials

- Community Services and Supports Plan (CSS)
- Full-Service Partnership Intake Process
- Mental Health Services Act (MHSA) Annual Updates
- Community Services and Supports Plans (CSS)
- Prevention and Early Intervention Plans (PEI)
- Cultural Competence Plans (CCP)
- Workforce Education and Training Plans (WET)

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 Mental Health Department (hereinafter referred to as "County"), and IDEA Consulting, an Individual (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 \$100/hour and up to a maximum of Sixty Thousand Dollars (\$60,000.00).
3. Term. The term of this agreement shall be from May 1, 2014 through June 30, 2015, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the 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. 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.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), 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. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. 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 thousands 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.

10. 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.
11. 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.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

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

County:

Mental Health
County of Plumas
270 County Hospital Rd, #109
Quincy, CA 95971
Attention: Peter Livingston, LCSW - Director

Contractor:

I.D.E.A. Consulting
2108 Alameda Avenue
Davis, CA 95616
Attention: Nancy Callahan, Ph.D. - Owner

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

25. Attachments. Attachments D (Specific Terms and Conditions) and E (Business Associate Agreement) are hereby incorporated in their entirety into this Agreement.

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

CONTRACTOR:

I.D.E.A. Consulting, an individual

By: _____
Name: Nancy Callahan, Ph.D.
Title: Owner
Date signed:

COUNTY:

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

By: _____
Name: Peter Livingston, LCSW
Title: Director
Date signed:

APPROVED AS TO FORM:


R. Craig Settlemyre

Plumas County Counsel

**APPROVED BY COUNTY PURCHASING
AGENT:**

Jon Kennedy, Chair
Board of Supervisors

EXHIBIT A

Scope of Work

On behalf of County, Contractor agrees to provide the following evaluation, quality improvement activities, and Special Projects for County assistance for Child Protective Services, mental health, and substance abuse treatment services:

- 1) Assist County in the development and implementation process to fulfill the requirements of the Mental Health Services Act. These functions include developing and implementing planning activities; facilitating stakeholder focus groups; conducting an MHSA Survey; analyzing survey data; analyzing client and services data; facilitating the MHSA Steering Committee to identify priorities for the three-year plan; writing the MHSA three-year plan; posting the plan for 30-day stakeholder input; and finalizing and submitting the MHSA three-year plan to the Mental Health Services Oversight and Accountability Commission (MHSOAC).
- 2) Assist County in the development, implementation, and evaluation of the MHSA Innovation Plan, including obtaining stakeholder input, writing the Innovation Plan, obtaining stakeholder input on the proposal, and submitting the final plan to the MHSOAC. Develop the evaluation component of the Innovation Plan, collect data on the effectiveness of the program, and develop and report key outcome measures.
- 3) Conduct training activities in consultation with County staff on local and State MHSA.

I.D.E.A. Consulting — Additional Consulting Activities

- 1) Assess County status and needs in regards to the development and implementation of a DHCS required Cultural Competence Plan ("CCP").
- 2) Upon County request, organize and conduct meetings of the Cultural Competence committee necessary in order to develop and approve a CCP.
- 3) Upon County request, conduct training activities in consultation with COUNTY staff on the CCP.
- 4) Assist the County with preparation for annual on-site reviews conducted by APS Healthcare. APS Healthcare contracts with the State of California as the external Quality Review Organization. The External Quality Review (EQR) is an annual audit conducted by an independent review organization.

Activities in preparation for the EQR includes reviewing policies and procedures; developing data to analyze timeliness of access to services, including medication services, analyzing no show data, and follow-up services after a hospitalization; developing two Performance Improvement Projects; discussing evidence based practices; and developing data for measuring client outcomes.

- 5) Train and provide support to the Behavioral Health Quality Improvement Coordinator to implement an exemplary Quality Improvement System, including Utilization Review, Medi-Cal Billing and documentation, timeliness of services, Site Certifications, Credentialing, developing the Annual Work Plan, Performance Improvement Projects, Managing High Service Utilization of Inpatient, IMD, Group Home, and Emergency Services.
- 6) Support Behavioral Health and Organizational Providers to accurately submit claims for Drug Medi-Cal.
- 7) Develop management decision support data for managing data on Inpatient and other high cost services on a monthly basis (children and adults). Develop strategies to reduce inpatient hospitalizations and resolve crises in the community, when possible. Provide data on group home and out-of-home placement to help county manage costs of placement.
- 8) Develop policies and procedures to ensure compliance with all state and federal quality assurance, Medicaid and Medicare requirements.
- 9) Perform other activities related to Quality Management as needed and requested, including training staff in documentation, HIPAA, compliance, and development and implementation of the Performance Improvement Projects, implementation of the Affordable Care Act, and review and development of policies and procedures to comply with state and federal regulations.
- 10) Available for consultation and assistance in the development of data analysis and completion of special projects for County at County's request for issues pertaining to MHSA, CPS, Quality Management, Quality Improvement, and outcomes reporting to meet DHCS and local regulations and required special projects. Assist management and staff to develop and design exemplary programs to promote access, improved outcomes, and cost-effective services.
- 11) Plan, develop, and write state and federal grants in collaboration with county and stakeholder groups; conduct evaluation component of awarded grants; develop annual and final reports; collect and submit all required data and outcome measures.
- 12) Design and implement data and evaluation of programs, collect and report outcome measures, select and utilize evidence based practices for evaluating programs.

- 13) Assist County staff in the development & implementation of policies/procedures required for compliance with the State & Federal regulations including the following specific areas;
 - a) Access and medical necessity criteria
 - b) Appeals, fair hearings, grievance & beneficiary notices and provider appeals
 - c) Payment authorization and utilization review processes
 - d) Fiscal & administrative issues
 - e) Management Information System coordination & integration with existing systems
- 14) Available for consultation and assistance in the development of data analysis and completion of special projects for County at County's request for issues pertaining to MHSA, CPS, Quality Management, Quality Improvement, and outcomes reporting to meet DHCS and local regulations and required special projects. Assist management and staff to develop and design exemplary programs to promote access, improved outcomes, and cost-effective services.

EXHIBIT B

Fee Schedule

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on a monthly basis in arrears, the total sum not to exceed \$60,000.00 at a rate of \$100.00 per hour.

Invoices shall be itemized, and include a description of each task performed and the time spent on such task, to the nearest one-tenth of an hour.

ATTACHMENT D

SPECIFIC TERMS AND CONDITIONS

The following paragraphs apply only as indicated above.

- D-1. Contractor shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. Contractor shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. Contractor shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. Contractor shall comply with all Patients' Rights statutes and regulations.
- D-5. Contractor shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.

ATTACHMENT E

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)
and
HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC & CLINICAL
HEALTH (HITECH) ACT

BUSINESS ASSOCIATE AGREEMENT

- (a) Contractor shall comply with, and assist County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”), its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), and the privacy and security requirements of the Health Information Technology for Economic and Clinical Health (HITECH) Act, hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms that are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) In the case of a breach of unsecured Protected Health Information used or maintained by Contractor, Contractor shall adhere to the notification requirements outlined in the HITECH Act, Part I, Section 13402, including the requirement that Contractor notify County of a breach within thirty (30) calendar days after discovery of the breach. It is the responsibility of County to notify individuals affected by a breach of unsecured Protected Health Information that is discovered by Contractor, as outlined in the HITECH Act, Part I, Section 13402. For the purposes of this Addendum, “unsecured Protected Health Information” is protected health information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of the U.S. Department of Health and Human Services.
- (g) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.

(h) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(i) Contractor shall provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to County or, as directed by County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

(j) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that County directs, pursuant to 45 CFR Section 164.526, at the request of County or an Individual, and in the time and manner designated by County.

(k) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

(l) Contractor shall provide to County or an Individual, in the time and manner designated by County, information collected in accordance with subsection (j), to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

(m) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of County, available to County; or at the request of County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by County or the Secretary, for purposes of the Secretary County’s compliance with the Privacy Rule.

(n) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the contract by County.

(1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or

destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END ATTACHMENT E

4D

LEGAL SERVICES AGREEMENT

This Agreement is made between Robert McIlroy, (hereafter referred to as Attorney) and Plumas County, a political subdivision of the State of California, (hereafter referred to as County).

WHEREAS, the purpose of this Agreement is to provide court-appointed counsel to conservatees who fall within the provisions of Section 5365 of the Welfare and Institutions Code and sections, 1470, 1471, 1823 (b)(6) and section 1826(g) of the Probate Code and also specifically includes appointment for dementia cases and guardianship cases in the same capacity.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be retroactive to July 1, 2014 and shall remain in effect through June 30, 2015, unless terminated earlier pursuant to this Agreement.
2. **LEGAL SERVICES.** Attorney will provide the following services:
 - A. Attorney shall represent conservatees as appointed by the Court through all trial court proceedings in Welfare and Institutions Code Section 5365 and Probate Code Sections 1470, 1471, 1823 (b)(6) and 1826(g) actions up to the appointment of appellate counsel, if applicable. Attorney shall also accept appointment in guardianship and dementia cases in the same capacity.
 - B. Attorney shall appear at all hearings, upon notice by the Public Guardian or County Counsel of such hearings.
 - C. When an L.P.S. or Probate conservatorship is set for a hearing or reappointment, Attorney shall meet with each conservatee living in Plumas County, at least thirty (30) days prior to the court date to explain to the client his/her options and explain the court procedure. Public Guardian or Mental Health staff will assist in providing transportation for in-town and out-of- town clients and meeting space, if requested by Attorney.
 - D. Attorney shall notify Public Guardian and/or Mental Health staff at least two (2) weeks in advance of the hearing as to the conservatee's wishes with regard to his/her court hearing so that staff can arrange transportation and be ready to accompany conservatee to court, if so requested.
 - E. Attorney shall make phone calls or have face-to-face meetings with each appointed conservatee, at approximately six month intervals to answer any questions, concerns or complaints the conservatee has with the present

bc

placement. (It is important that Attorney and conservatees have regular contact so they become familiar with one another and conservatees are aware they have legal representation when hearings occur.)

F. Attorney shall be available for phone contact from conservatees or staff from Mental Health and Public Guardian as well as family when a new conservatorship is being established, should problems or questions arise in regards to the conservatorship.

3. **INDEPENDENT CONTRACTOR.** Independent Contractor: a) Attorney is an independent contractor and not an agent, officer, or employee of County. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association; b) Attorney shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence; and c) Attorney is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

3. **STATEMENTS AND COMPENSATION.** Attorney shall provide a monthly invoice to the Plumas County Counsel's Office, 520 Main Street, Room 301, Quincy, CA 95971 which shall include a statement as to caseload information and the number of hours spent on each case per month. Attorney's statement shall contain sufficient information and detail to support an application pursuant to Probate Code section 1472 and 2647 for the determination of the ability to pay attorney's fees by the conservatee or the conservatee's estate. Where the conservatee's estate appears sufficient, County will initiate the applications pursuant to Probate Code sections 1472 and 2647 to determine the conservatee's ability to pay Attorney's fees and shall include 1) a request that the County be reimbursed for fees paid Attorney, and 2) that Attorney be allowed a reasonable fee at his customary rate of \$125.00 per hour, less any amounts paid by County.

Attorney shall be compensated at the rate of Eight Hundred Sixty-Two Dollars and Fifty Cents (\$862.50) per month. In the case of a contested trial lasting more than two days, commencing on the third day Attorney will be compensated at the hourly rate for conflict appointments in criminal cases. To the extent that work on guardianship and dementia cases exceeds 13.25 hours in any given calendar month, Attorney will be entitled to the same hourly compensation for excess hours worked.

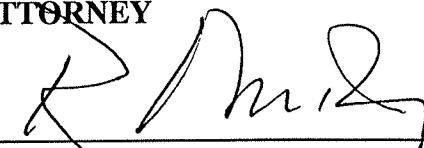
4. **TERMINATION.** Either party may terminate the terms and conditions of this Agreement upon written notice in a timely manner, provided that Attorney will not cease to represent clients until and unless relieved of appointment by the Superior Court.

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

Chair, Board of Supervisors

Date: _____

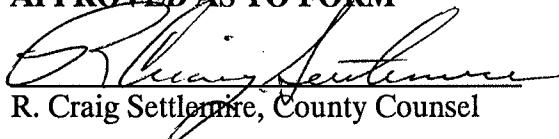
ATTORNEY



Robert D. McIlroy, Attorney At Law
P.O. Box 3136
Quincy, CA 95971

Date: 7-29-14

APPROVED AS TO FORM



R. Craig Settemire, County Counsel

Date: 7/29/2014

