

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 09/12/2013

Agmt.

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:

09/24/2013

From: James Foley, Director of HHS
(Department Head - please type)

Phone Ext. 412

Department Head Signature *James Foley*

Agenda Title: The Resource Connection of Amador and Calaveras Counties, Inc. and Behavioral Health Agreement FY 13-14

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve this Agreement with The Resource Connection of Amador and Calaveras Counties, Inc. to administer community support for older adults who are parenting their grandchildren in Amador County.

This Agreement changes the term and Budget which has been reduced from \$39,246 to \$30,000.

Recommendation/Requested Action:

Approval of Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

None

Is a 4/5ths vote required?

Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman *Rust*

Counsel *GC*

Auditor *SPK*

GSA Director *Hop*

CAO *[Signature]*

Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two Agreements to Angie Grau in Behavioral Health.

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 4D

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by _____

Department _____
For meeting _____
of _____

ATTEST: _____
Clerk or Deputy Board Clerk

Save

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2013 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

B. Contractor is in the business of providing respite child care for grandparents as parents services similar to those set forth in this Agreement.

C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide respite child care for grandparents as parents to residents of Amador County referred by the Director of Health Services (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be effective on July 01, 2013 and shall continue in effect through June 30, 2014. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.
 - 4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.
 - 5.1 Contractor shall be paid for services rendered in accordance with the Program Budget set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.
 - 5.2 Contractor shall submit quarterly invoices no later than sixty (30) days after the last day of the quarter in which services were rendered. The invoices shall include a detailed description of the services provided during that quarter. Contractor shall submit quarterly surveys and sign-in sheets with each invoice.

6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
 - 6.3 A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated

with the performance of the work shall create any contractual relation between any Subcontractor and County.

- 6.4 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.
7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of 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 a joint venture.
10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.
 - 10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. 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 license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10.2 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall periodically review any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.

11. INSURANCE.

11.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

11.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) limit per Occurrence and Two Million Dollars (\$2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this agreement are concerned.

11.1.3 Professional Liability - In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence. If Professional Liability insurance is written on a claims made form, Contractor shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.2 Contractor shall furnish a certificate of insurance and endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event the insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and endorsements must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

11.3 Certificates of insurance must include the following provisions:

11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and

11.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

11.4 Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Contractor's insurance and shall not contribute with it.

11.5 Contractor shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

11.6 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2

(commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and for all persons whom Contractor may employ in carrying out the Work as required by applicable law. Workers' Compensation is \$1,000,000 limit each accident and Workers' Compensation policy shall include Employers' Liability Insurance with limits of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,00 each employee for bodily injury by disease. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

14. DOCUMENTS AND RECORDS.

14.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least seven (7) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

14.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in

connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

14.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by County and state and federal agencies to the working papers of the external independent auditor.

14.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.

14.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

15. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

15.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).

15.2 Contractor shall provide culturally sensitive services and language interpretation to County beneficiaries when necessary to insure the provision of culturally competent treatment services.

15.3 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

16. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. Contractor acknowledges they have obtained and read a copy of the County's policy regarding

alcohol free and drug free workplace, available for review at: Amadorgov.org/Policies, which is hereby made a part of and incorporated herein by reference into this Contract. Contractor shall execute the policy acknowledgment attached hereto as **Attachment C**.

17. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA.

Through the Business Associate Agreement ("BAA"), ACHSD and Contractor have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the establishment of proper procedures for the release of such information as required by HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. Pursuant to sections 160.103, 164.502(e), 164.504(a), and 164.504(e) of HIPAA, Contractor must enter into a BAA with ACHSD, a copy of which is attached hereto as **Attachment D** attached and incorporated by this reference. Failure or refusal of a party to execute a BAA when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Behavioral Health Department
10877 Conductor Blvd, Suite 300,
Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

18. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES
P.O. Box 919
San Andreas, CA 95249

To County: Amador County Behavioral Health Department
10877 Conductor Boulevard
Sutter Creek, CA 94685

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

19. 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.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. 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.
23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. RETENTION OF RECORDS. Pursuant to 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 County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (the "Contractor").

BY: _____
Richard M. Forster, Chairman
Board of Supervisors

BY:  _____
Kelli Fraguero
Chief Administrative Director

Federal I.D. No: 94-2705790

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott
County Counsel

BY: _____
Deputy

ATTACHMENT A – SCOPE OF WORK

The Resource Connection (TRC) Grandparents Program FY 2013-14

Program Description

The Resource Connection (TRC), formerly Human Resources Council (HRC), is a 30-year-old Amador and Calaveras based nonprofit organization providing services and programs in three critical areas: children and families, nutrition, and prevention and intervention. The Resource Connection is governed by a volunteer board of directors and staffed by 170 employees at 16 sites throughout the two counties. TRC's Resource and Referral programs and services engage, enrich, and empower families by offering a wide range of opportunities to support their children's growth and development such as referrals to Preschool Programs, Infant/Toddler Programs, Parent Support, Child Care Information, Information and Services for Child Care Providers, and Policy and Planning to support the needs of families and children.

To support local Grandparents raising grandchildren and other relatives, this program offers information on local resources and social networks that seek to empower and enrich the Grandparent/child relationship through quarterly education and workshops. Through this program, TRC will also offer funding and referrals for respite child care.

Training/Workshops

The quarterly trainings/workshops seek to empower Grandparent as parents through support groups and education on topics the Grandparents identify and could include: local resources, information on supporting school success and independence, behavior challenges, and budgeting. We will help families engage with other partners in the community such as the Senior Center, Social Services and Behavior Health as appropriate.

Respite Program

The Resource Connection will provide a respite program for grandparents who are taking the role as the primary caregiver of their grandchildren. This respite program is intended to provide temporary relief for the grandparent from the ongoing responsibilities of caring for their grandchild. Eligibility will be determined by the needs of the grandparent and may include; attending support groups, obtaining services so family can function effectively or secure health services that protect their ability to raise children. Respite care will consist of 16 hours of child care services from a licensed child care facility, or respite care setting per month.

Regular respite care is budgeted to serve approximately 20 grandparents for the year. During this regular scheduled respite grandparents may attend to practical needs such as shopping, keeping medical appointments or participating in support groups for grandparents-caregivers.

Planned respite care is an anticipated need in addition to the regular respite care hours. The need for relief may be due to a medical procedure, a business trip, or to visit an out of town relative. Grandparents have up to five days per year that they can use this care. The care cannot exceed twelve hours in a day. Since licensed child care providers are not custodial, grandparents will designate a person to pick up children for the night care, or this care will need to be provided in respite care facilities or with exempt care. This component is budgeted to serve ten grandparents for the year.

Emergency respite care is unexpected time off to deal with an urgent situation. Grandparents will be eligible for up to five days out of a year with no more than twelve hours in a day. Since licensed child care providers are not custodial, grandparents will designate a person to pick up children for the night care, or this care will need to be provided in respite care facilities or with exempt care. This component is budgeted to serve up to ten grandparents for the year.

The Resource Connection will work with licensed child care providers in Amador County to introduce this program and explain the opportunity for respite child care for grandparents in Amador County. They will create a database of licensed child care providers who are interested in participating in this program.

Target Population

The target population for this program are those in Amador County who are at risk or may be experiencing early signs of mental illness, including:

- Children (Age 0-17)
- Adults (Age 18-59) / Families
- Latino Community
- Foster Youth

Program Objectives

1. Serve at least 40 grandparents or program participants in Amador County each year.
2. Provide at least 3 support groups to program participants in Amador County each quarter.
3. Provide respite services to at least 4 eligible grandparent families in Amador County each quarter.
4. Make at least 3 referrals to Amador County Behavioral Health Services each quarter as appropriate.
5. Provide and post information to reduce stigma and increase awareness regarding mental health.

6. Improve overall emotional wellbeing for group and individual participants in Amador County.
7. Track and measure services provided to participants each month using sign-in sheets and the demographic and satisfaction surveys provided by Amador County Behavioral Health Services.
8. Participate in local meetings, forums, and events to foster collaboration and community outreach.

ATTACHMENT B - PROGRAM BUDGET
The Resource Connection (TRC)
Grandparents Program
FY 2013-14

| | |
|---------------------------------------|-----------------|
| Direct Services (Respite Child Care) | \$15,000 |
| Support and Education Activities | \$2,600 |
| Program Staffing | \$8,400 |
| Program Operations | \$1,600 |
| Indirect Costs (8%) | \$2,400 |
| Total Budget | \$30,000 |

ATTACHMENT C - ALCOHOL POLICY

**ALCOHOL-FREE AND DRUG-FREE WORKPLACE
AND DRUG & ALCOHOL TESTING
POLICY ACKNOWLEDGEMENT FORM
FOR CONTRACTORS**

The undersigned, authorized signatory for THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (the "Contractor"), certifies as follows:

1. Contractor has obtained and read a copy of the **AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG & ALCOHOL TESTING POLICY** concerning maintenance of an alcohol-free and drug-free workplace as required by 41U.S.C Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Contractor's officers, sub-contractors, and agents who perform services pursuant to the Contract to which this Attachment "C" is attached will abide by that policy as a condition of the Contract.
3. If any of such officers, employees, sub-contractors, or agents violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug & Alcohol Testing Policy, the County of Amador may terminate the Contract immediately.

Federal I.D. No. or Social Security No: 94-2705790

Printed Name: Kelli Fraguero Date _____

Title: Chief Administrative Director

Signature:  _____

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2013, made and entered into by and between the County of Amador and THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (“Business Associate”) will provide certain services to Amador County Behavioral Health Department (the “Covered Entity”) that may involve the access and use of certain information pertaining to individuals, which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations adopted pursuant to the Act.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations and are incorporated herein by reference.

2. Use and Disclosure of Protected Health Information. Except as otherwise provided in this BAA, the Business Associate may use or disclose Protected Health Information (“PHI”) to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations if done by the Covered

Entity. The Business Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows:

A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

(1) The disclosure is required by law; or

(2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and

(3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI received from or on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement.

5. Unauthorized Use or Disclosure of PHI. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware. In such report, the Business Associate shall:

A. Identify the nature of the unauthorized use or disclosure;

B. Identify the PHI used or disclosed;

C. Identify who made the unauthorized use or received the unauthorized disclosure;

D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;

- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.
6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information.
7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.
8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.
9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.
10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, to the Secretary of the United States Department of Health and Human Services (“DHHS”) for purposes of investigating or auditing the Covered Entity’s compliance with the privacy requirements, in the time and manner designated by the Covered Entity or the Secretary.
11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:
- A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the

Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

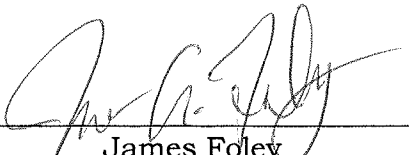
13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.


14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health Department ("Covered Entity")

THE RESOURCE CONNECTION OF AMADOR AND CALAVERAS COUNTIES, INCORPORATED, a non-profit organization (the "Contractor").

By: 
James Foley
Director of Health & Human Services

BY: 
Kelli Fraguero
Chief Administrative Director

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|------------------------------------|
| PRODUCER InterWest Insurance Services License #0B01094 P.O. Box 8110 Chico CA 95927-8110 | CONTACT NAME: Jessica Monlux PHONE (A/C, No, Ext): 530-895-1010 E-MAIL ADDRESS: jmonlux@iwins.com | FAX (A/C, No): 530-895-1313 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED RESOU-7 The Resource Connection of Amador & Calaveras Counties, Inc. PO Box 919 San Andreas CA 95249 | INSURER A: Nonprofits' Insurance Alliance | |
| | INSURER B: North American Elite Ins Co | |
| | INSURER C: Great American Insurance Co. | |
| | INSURER D: Cypress Insurance Company | |
| | INSURER E: | |
| INSURER F: | | NAIC # |

COVERAGES

CERTIFICATE NUMBER: 1863770823

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

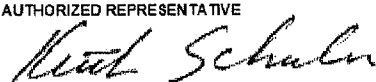
| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------------------|----------|-------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | Y | | 201300447NPO | 2/15/2013 | 2/15/2014 | EACH OCCURRENCE \$1,000,000 |
| A | X COMMERCIAL GENERAL LIABILITY | | | 201300447NPO | 2/15/2013 | 2/15/2014 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 |
| A | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liab <input checked="" type="checkbox"/> Abuse Liab | | | 201300447NPO | 2/15/2013 | 2/15/2014 | MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 PRODUCTS - COM/OP AGG \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY | Y | | 201300447NPO | 2/15/2013 | 2/15/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | X ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | | | | | | |
| | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| A | X UMBRELLA LIAB EXCESS LIAB | X | | 201300447UMB NPO | 2/15/2013 | 2/15/2014 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 AGGREGATE \$ |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | |
| | DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 3300060507131 | 1/1/2013 | 1/1/2014 | X WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | | |
| B | Property Insurance | | | CWB00050550700447 | 2/15/2013 | 2/15/2014 | Employee Dishonesty \$500,000 |
| C | Crime Insurance Crime Ded \$5,000 | | | SAA559456210 | 7/1/2013 | 7/1/2014 | Forgery/Alteration \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as additional insured as respects to General Liability per form CG2026 07/04 attached. County of Amador, its officers, officials, employees and volunteers are named as additional insured as respects to General Liability per form CG2026 07/04 and to Auto Liability per form NIAC-A1 3/91 attached. Insurance is primary.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Amador County Office of Risk Management 810 Court Street Jackson CA 95642 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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**Nonprofits' Insurance
Alliance of California**
A HEAD FOR INSURANCE . . . & HEART FOR NONPROFITS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

County of Amador, its officers, officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: September 17, 2013

Agmt

| | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |
| Meeting Date Requested: | |
| <u>September 24, 2013</u> | |

From: Diane Blanc, HR Director
(Department Head - please type)

Phone Ext. 470

Department Head Signature *D. Blanc*

Agenda Title: Memorandum of Understanding between County of Amador and the Amador County Deputy District Attorneys Association

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Approval of an MOU between the County of Amador and the Amador County District Attorneys Association for the period of October 1, 2013 through September 30, 2014.

Recommendation/Requested Action:
Approval

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? Name _____ N/A

Committee Recommendation: _____

Contract Attached: Yes No N/A
Resolution Attached: Yes No N/A
Ordinance Attached: Yes No N/A

Comments: _____

Request Reviewed by:

| | |
|------------------------------------|--------------------------------|
| Chairman <u><i>[Signature]</i></u> | Counsel <u><i>GG</i></u> |
| Auditor <u><i>[Signature]</i></u> | GSA Director <u><i>Hop</i></u> |
| CAO <u><i>[Signature]</i></u> | Risk Management _____ |

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
District Attorney, HR, Auditor

FOR CLERK USE ONLY

Meeting Date September 24, 2013 Time 9 a.m. Item # 4E

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

| | | |
|----------------------|--|--|
| Distributed on _____ | A new ATF is required from _____ Department For meeting of _____ | I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk |
| Completed by _____ | | |

**Memorandum of Understanding
Between the
County of Amador
and the
Amador County Deputy District
Attorneys Association**



FOR THE PERIOD OF OCTOBER 1, 2013

THROUGH SEPTEMBER 30, 2014

**AMADOR COUNTY
DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

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ARTICLE 1: AGREEMENT

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Agreement, entered into by and between the COUNTY OF AMADOR, herein after referred to as the County, and the AMADOR COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION, herein after referred to as the ACDDAA, has as its purpose the establishment of an equitable and peaceful procedure of the resolution of differences and the establishment of rates and pay, hours of work, and other conditions of employment of the ACDDAA by the County.

This Agreement was reached pursuant to, and in accordance with, the provisions of California Government Code §3500-3510.

The following appendices, attached hereto, are incorporated herein by reference as a part of this Agreement:

- Appendix A: Definitions
- Appendix B: Classification and Wages

Except as otherwise provided herein, this Agreement shall be binding upon the County and the ACDDAA, or its successors, for the period of October 1, 2013 through September 30, 2014 and upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2013, all matters within the scope of representation, as defined by California Government Code §3504, or its successors, shall be subject to renegotiation by the County and the ACDDAA in accordance with the provisions of this Agreement, and of California Government Code §3500-3510, or its successors.

All rights, privileges, powers, and authority stipulated by state and/or federal law shall be adhered to by the County and the ACDDAA until such time as those rights, privileges, powers, and authority are changed by state and/or federal law.

ARTICLE 2: EFFECT OF AGREEMENT

The provisions of this Agreement shall prevail over County policies, practices, procedures, and resolutions to the extent inconsistent herewith and over state law to the extent permitted by state law.

Except as provided in Articles 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, so long as they are not inconsistent with the specific terms of this Agreement, provided it does not involve a matter which is subject to required negotiations under the Meyers-Milias-Brown Act.

ARTICLE 3: WAIVER OR BREACH OF AGREEMENT

Waiver or breach of any provision of this Agreement shall not constitute any future waiver or breach of this Agreement.

ARTICLE 4: EMBODIMENT

This Agreement sets forth the full and complete Agreement between the County and the ACDDAA on all subjects contained herein and shall supersede all prior formal or informal agreements, memoranda of understanding, policies, practices, procedures, or resolutions thereon.

There are no valid or binding representations, inducements, promises, or agreements, oral, or otherwise, between the County and the ACDDAA, except those embodied herein.

ARTICLE 5: SEVERABILITY

If, during the term of this Agreement, there exists any applicable law, rule, regulation, or order issued by governmental authority other than the County which shall render invalid, or restrain compliance with, or enforcement of, any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a provision of this Agreement shall not invalidate any remaining provisions, which shall continue in full force and effect.

In the event of such severance of a provision of this Agreement, the County and the ACDDAA shall, within twenty (20) business days of a request by either party, given to the other party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

ARTICLE 6: WAIVER OF NEGOTIATIONS

Except as otherwise provided by Articles 2, 5, 41 and 42 of this Agreement, the County and the ACDDAA, or its successors, expressly waive and relinquishes the right, during the term of this Agreement, to meet and negotiate further with respect to any subject within the scope of representation, as defined by California Government Code §3504, or its successors, whether or not any such subject is covered by this Agreement, and whether or not any such subject was negotiated, or was within the contemplation or knowledge, of either the County or the ACDDAA during negotiations leading to this Agreement; provided, however, that such waiver of negotiations shall not be construed to apply to any classes which are not listed in Appendix B, and which may be added to this employee representation unit, or its successor. No provision of this, or any other Article, shall preclude negotiations on any subject during the term of the Agreement if the County and the ACDDAA mutually agree to negotiate any provision hereof.

If the County proposes to change anything which is subject to meeting and conferring under the law during the term of this Agreement, the County shall give written notice thereof to the ACDDAA and shall negotiate on that specific issue, if requested to do so.

ARTICLE 7: NONDISCRIMINATION

The provisions of this Agreement shall be applied, subject to state and/or federal law, without discrimination because of mental, physical or sensory handicap, age, sex, sexual orientation, marital status, race, color, national origin, creed, religion, political affiliation, ACDDAA activity, or membership or nonmembership in any employee organization.

The County and the ACDDAA shall share jointly in the responsibility for application of Article 7.

Harassment:

Harassment may be summarized as follows: Harassment consists of any unwelcome verbal or physical conduct of a sexual nature directed toward an employee or member of the public doing business with the County, or an employee's participation in creating a hostile work environment based on gender. It is described in full in the Amador County Policies & Procedures Manual which is available in each County department. This policy will be made available to all employees when employment starts. The County policy will also be made available when changes occur in state or federal law. Harassment is cause for disciplinary action. Courtesy, consideration for others, and acknowledgment that the workplace is for working are the collective basis for avoiding harassment.

ARTICLE 8: RECOGNITION

The County hereby reaffirms its exclusive recognition of the ACDDAA, as established by Resolution 02-485.

The ACDDAA, in turn, recognize the persons designated by the Board of Supervisors to represent the County in the negotiation of this Agreement and agrees that all negotiations leading to the ratification and implementation of this Agreement, along with all amendments and successors thereto, shall be conducted exclusively with the persons so designated.

All newly created positions assigned to the ACDDAA, represented by the ACDDAA, shall be assigned to such representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successors.

ARTICLE 9: COUNTY RIGHTS

Except to the extent expressly abridged by a provision of this Agreement, the County retains to itself solely, exclusively, and without limitation, all rights, privileges, powers, and authority conferred upon the County by law. Such rights, privileges, powers, and authority shall include, but shall in no way be limited to, the following:

- A. The right to manage the County generally and to determine all issues of policy.
- B. The right to determine the extent, necessity, and organization of all County services, operations, and functions.
- C. The right to expand, reduce or discontinue any County service, operation, or function.
- D. The right to determine and/or change the nature, manner, and means of all County services, operations, and functions, including, but in no way limited to, the financing, facilities, locations, equipment, and technology of such services, operations, and functions.

- E. The right to determine and/or change the financing, facilities, locations, equipment, methods, means, technology, organizational structures, and numbers and composition of the County's work force.
- F. The right to determine, change, allocate, assign, issue, schedule, and withdraw all equipment by which County services, operations, and functions are to be conducted.
- G. The right to allocate, assign, establish, and schedule all work by which County services, operations, and functions are to be conducted as long as work assignments are related to the affected employee's classification descriptions.
- H. The right to utilize volunteers.
- I. The right of participation in mutual aid agreements and/or pacts.
- J. The right to contract or subcontract any services, operations, or functions.
- K. The right to lay off or furlough employees for nondisciplinary reasons. Furloughs are specifically addressed in Article 30.
- L. The right to discipline employees for just cause.
- M. The right to recruit, examine, hire, classify, reclassify, promote, train, transfer, assign, appraise, and retain employees.
- N. The right to determine and/or change class specifications and to classify or reclassify employees in accordance with class specifications. This includes the right to hire any new employee at any step in any applicable classification. The recognition of this right does not alter its status as a management right not subject to the meet and confer process.
- O. The right to determine, and/or change, productivity, performance, programs, and standards, including, but in no way limited to, the quality and quantity of work to be performed by employees.
- P. The right to maintain order and efficiency at all County facilities and operations.
- Q. The right to determine, change, promulgate, and enforce rules and regulations to promote the safety and health of employees' and/or the public.
- R. The right to determine, and/or change, policies, practices, procedures, and standards for the hiring, promotion, and/or training of employees.
- S. The right to restrict the activities of employee organizations on County property and/or County time.
- T. The right to take all lawful steps to carry out or protect any County service, operation, function, equipment, facility, or employee or member of the public during any work

stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency.

- U. The right to adopt, eliminate, or revise all County policies, practices, procedures, resolutions, or ordinances which are not in conflict with a specific provision of this Agreement.

The exercise of any right, privilege, power, or authority retained by the County in this Section shall in no way be subject to the grievance procedure established by Article 32 below.

ARTICLE 10. EMPLOYEE RIGHTS

Representation:

- A. The rights of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- B. The right of employees to refuse to join or participate in the activities of employee organizations.
- C. The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of an appointing authority, supervisor, other employees, or employee organizations as a result of his/her exercises of rights granted in this Article.
- D. Nothing in this Agreement shall prohibit any employee from representing himself/herself individually, or from appearing in his/her own behalf in his/her employment relations with the County.

Personnel Files:

- A. Any employee shall have the right, upon request, to inspect and copy all material in his/her personnel file, with the exception of material which the County is permitted, or required by law, to withhold from the employee.
- B. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.
- C. Any employee shall have the right to attach to any material in his/her personnel file, in accordance with this Section, his/her comments thereon.
- D. Such attachment shall be made at a time when the employee is not required to be on duty.
- E. At the time of such attachment to his/her personnel file, the employee and the person causing the entry into the employee's personnel file, of the material to which such attachment is made, shall affix to such attachment their signatures and the date of attachment.

- F. If the person causing the entry of the material to which such attachment is made is not available at the time such attachment is made, the Human Resources Director shall sign and date such attachment in his/her/their stead.

ARTICLE 11. ASSOCIATION RIGHTS

Negotiating Representatives:

The County shall allow a reasonable number of representatives designated by the Association and reasonable time off work, which shall be mutually agreed upon by the parties, without loss of pay or benefits. Such time off work shall be for formal negotiations with the County for purposes of reaching a successor to this Agreement on wages, hours, and other terms and conditions of employment.

Notice of Intent to Open Negotiations:

At least sixty (60) days prior to the expiration of the Agreement, the Association shall notify the Human Resources Director, in writing, of the names of the representatives designated by the Association to negotiate with the County. The Association shall notify the Human Resources Director, in writing, of the name of the newly designated representative not less than one (1) week prior to the time such representative is to commence meeting and negotiating with the County, in accordance with this Article and Article 41.

Agency Shop:

For the term of this Agreement, all employees in the bargaining unit represented by the Association shall be required, as a condition of continued employment, either to join the Association or to pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association. This requirement shall not apply to any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the Association as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to contribute to a non-religious, non-labor, charitable fund which is mutually acceptable to the Association and the employee, and is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Association shall indemnify and hold the County harmless from any loss, claim, liability or expense (including without limitation the County's attorneys' fees and costs) arising from or related in any manner to the payment of service fees and costs or any other terms of this Agency Shop provision. It is also agreed that neither any employee nor the Association shall have any claim against the County for any deduction made or not made, unless a written claim of error is submitted to the County Auditor within thirty (30) calendar days after the date such deduction was or should have been made.

Proof of such payments shall be made on a monthly basis to the employer as a condition of continued exemption from the requirement of financial support to the Association, and the employer will, upon request of the Association, demonstrate such continued payment.

The service fee payment will be used by the Association for purposes of collective bargaining, contract administration, and pursuing matters affecting wages, hours, and other terms and conditions of employment.

It shall be the employer's responsibility, once notified by the Association of the amount of the service fee as determined by the Association, to provide the Association with a list of all persons in the bargaining unit, and their addresses in order that the Association can notify such individuals of their obligations under this Agreement, and pursuant to Government Code Section 3502.5. Thereafter, service fees from non-members shall be collected by payroll deductions and distributed to the Association on a monthly basis. The Association will be notified no later than thirty (30) days after the event of any additions or deletions of the names of persons as employees in the bargaining unit to whom this provision is applicable.

As currently required by Government Code Section 3502.5(d), the Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all members of the bargaining unit, within sixty (60) days after the end of the Association's fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Association President and Treasurer, or corresponding principal officer, or by a certified public accountant. If the Association is required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees in the bargaining unit, or is required to file financial reports pursuant to Government Code Section 3546.5, it may satisfy the financial reporting requirements of this Section by providing the County with a copy of such financial reports. In the event that case law, or subsequent legislation, amends these requirements, this Section shall be deemed amended to conform thereto.

Other Association Rights:

The Association shall have the following additional rights:

- A. **Association Access.** Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. **Use of Facilities.** Use, without charge, of County buildings at reasonable times for Association matters. With the exception of normal wear and tear, the Association shall be responsible for any damage to County property caused by such use.
- C. **Association Bulletin Boards.** Use, without charge, of reasonable space on any County bulletin boards.
- D. **Association Communications.** Use, without charge, of any County interoffice communications systems for transmission of information concerning Association matters. Such use shall not extend to the use of the U.S. Mail or to the making of long distance telephone calls at County expense.
- E. **Access to Information.** Review, at reasonable times, of any public material in the possession of the County.

Association Representatives:

The following shall apply to Association Representatives:

- A. The Association shall have the right to elect representatives whose purpose is to avoid and/or solve employee-related difficulties prior to those issues escalating into grievance situations.
- B. The Association representatives will perform their duties according to the following guidelines:
 - Step #1: Initial contacts from fellow employees may take place on work time if brief in nature and will be kept short. This time is not tracked as time off from work.
 - Step #2: Association representatives will seek to set an appointment to discuss the situation with the employee who made the initial contact during non-work hours.
 - Step #3: If necessary and appropriate, the Association representatives will attend formal meetings with the impacted parties to resolve the difficulty.
- C. The Association shall have the right to elect a reasonable amount of representatives who will be given time off without loss of pay or benefits to attend formal meetings such as those identified in Step #3 or hearings held pursuant to Sections 32 or 38 as limited by this section. Such time off will be scheduled with the representative’s immediate supervisor and shall not unduly disrupt the work of any employee.
- D. Except for evidentiary hearings, which are the final step in Sections 32 and 38 proceedings (“evidentiary hearings”), an employee may be represented at any meeting held pursuant to said sections by one Association representative or one attorney. The foregoing notwithstanding, one representative may attend or represent an employee at an evidentiary hearing along with one or more Association attorneys.
- E. The County and Association Representatives shall mutually agree upon time for formal meetings as a group for each year of the Agreement (October 1 to September 30) and shall be with the approval of their Department Heads as to scheduling.

ARTICLE 12. SALARY ADJUSTMENTS

The wage schedule in the attached Appendix B is in effect as of October 1, 2013.

ARTICLE 13. HOURS OF WORK

Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work necessary to complete the responsibilities and duties of their positions. Employees herein are exempt from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime.

ARTICLE 14. PERFORMANCE APPRAISALS

Purpose:

The preparation and use of performance appraisals is intended for the mutual benefit of the County and its employees. Performance appraisals should be used:

- A. To identify the appraiser's expectations for the employee's job performance;
- B. To acknowledge above-standard performance;
- C. To prescribe the means and method of converting deficiencies to a required level of performance; and
- D. To encourage two-way communication between employees and their appraisers as to how to improve the work environment to increase morale and efficiency (refer to Amador County Policies & Procedures Manual).

Appraisers:

Employees shall be appraised by a supervisor, an Agency/Department Head, or his/her designee, who shall have personal knowledge of the job performance of the employee.

The appraising supervisor, Agency/Department Head, or his/her designee, shall be referred to herein as an "appraiser".

Each employee shall be assigned an appraiser for the purposes of education, supervision, and appraisal.

Participatory Nature:

Appraisals are intended to be participatory in nature involving the employee's input as much as the appraiser's. Both the employee and the appraiser shall separately complete the County appraisal form and then meet to discuss and share their results. The appraiser shall then complete a final version to be placed in the employee's personnel file.

Forms:

All appraisers shall use the official form provided by the County. This form shall be made available from, and distributed by, the Department of Human Resources.

Permanent Employees:

Permanent employees shall be appraised at least once per year within a month of the anniversary of their date of hire or promotion, and thereafter whenever the County perceives the need for such appraisal.

Probationary Period

The employee's appraiser shall complete an appraisal of the employee at the end of every sixth (6) month period during the probationary period (no later than the end of the employee's sixth (6) month and again no later than the end of the employee's twelfth (12th) month of his/her probationary period). At the end of the probationary period, if retention of the employee is

warranted, the appraiser shall request from the Human Resources Department, a report of appointment approving the probationary employee's change of status from probationary to permanent.

The Human Resources Department shall maintain a calendar of all required appraisals and shall notify, in writing, the employee's Agency/Department Head, or his/her designee, no less than twenty one (21) calendar days prior to the date when an employee's appraisal is required by this Agreement.

The Agency/Department Head, or his/her designee, shall be responsible for ensuring that an appraisal and report of appointment, or report of termination, or other appropriate document, is completed.

Review:

Any appraisal, when completed, shall be reviewed with the employee by the appraiser during the employee's working hours, without loss of pay or benefits to the employee. No appraisal shall be placed in any employee's personnel file, or other County record, until the appraisal has been reviewed with the appraised employee. Both the appraiser and the appraised employee shall affix to the appraisal their signatures and the date of review. The employee's signature shall not indicate that he/she agrees with the contents, conclusions, or recommendations of the appraisal, but only that the employee has read the appraisal and has had an opportunity to discuss it with the appraiser. The appraiser shall not add material to the appraisal after the employee and the appraiser have signed the appraisal form.

Employee's Right to Respond:

Any employee who wishes to respond to his/her appraisal may, during the employee's working hours, make such a written response within fifteen (15) calendar days after receiving said appraisal. The response shall be attached to the appraisal and included in the employee's personnel file. Both the appraiser and the appraised employee shall affix to such written response their signatures and the date upon which the appraiser receives such written response. The appraiser shall provide to the employee a copy of such written response.

Appeals:

Appraisals shall not be subject to the appeal or grievance procedures.

Training:

The County shall provide training and/or written guidance to all appraisers.

Timeliness:

When a formal performance appraisal is not completed within sixty (60) calendar days of the required date, the employee shall, for promotional or performance incentive pay purposes, be deemed to have received a rating of exceeds. However, this presumed rating is subject to being increased or decreased by the completion of an untimely formal performance appraisal that reflects a higher or lower rating; OR when the next scheduled formal performance evaluation to be completed reflects a higher or lower rating. In either case, the higher or lower rating shall become the presumed rating and shall date back to the time that the missed formal performance evaluation was to have been completed.

ARTICLE 15. PROMOTIONS

An employee shall be promoted from a DDA I to a DDA II if they have been performing the duties of a DDA I for at least two (2) years and have in their permanent record two (2) formal performance appraisals, with a minimum rating of exceeds having been received in the most recent year; OR they must have been performing the duties of a DDA I for at least one (1) year and have in their permanent record one performance appraisal with a minimum rating of outstanding for the most recent year.

An employee shall be promoted from a DDA II to DDA III if they have been performing the duties of a DDA II for at least three (3) years and have in their permanent record two (2) formal performance appraisals, with a minimum rating of exceeds having been received in the most recent year; OR they must have been performing the duties of a DDA II for at least two (2) years and have in their permanent record one performance appraisal with a minimum rating of outstanding with the outstanding rating having been received in the most recent year.

Qualified employees may be promoted to the classification of DDA IV through a competitive examination. The number of DDA IV positions is limited to no more than two (2) filled positions at one time during the term of this Agreement.

In order to qualify to take a competitive exam for the position of DDA IV, the employee shall have performed the duties of a DDA III for at least two (2) years and received two (2) consecutive formal performance appraisals, with a minimum rating of outstanding having been received in the most recent year and a minimum overall rating of exceeds having been received in the prior year while performing the duties of a DDA III

Effective upon completion of the report of appointment, promoted employees shall receive the “A” step of the established base salary range of the new classification or at least five percent (5%) more than their prior base pay rate, whichever is greater; provided, that no employee is thereby advanced above the “E” step of the higher base salary range.

ARTICLE 16. NEW HIRE PROBATION

A new employee shall be required to serve a probationary period of twelve (12) months from the date of his/her hiring. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

A probationary employee may be terminated at the discretion of the Agency/Department Head at any time for any lawful reason including the employee’s failure to meet performance expectations. The Agency/Department Head shall be allowed to extend the probationary period for up to six (6) months. If probation is to be extended beyond 12 months, the employee must be notified in writing by Agency/Department Head.

ARTICLE 17. PROMOTIONAL PROBATION

A promoted employee shall be required to serve a probationary period of six (6) months from the date of his/her promotion. Upon successful completion of his/her probationary period, such employee shall be granted permanent status.

A promoted probationary employee may be demoted at the discretion of the Agency/Department Head if a performance appraisal is conducted and the employee receives an overall rating of needs improvement. In the event of a demotion, the employee shall be returned to the previous class and step held prior to the promotion.

ARTICLE 18. RECLASSIFICATIONS

Reclassifications occur when the County (a) determines that the duties of a particular position have changed substantially; (b) reorganizes a department or agency by changing staffing levels, duties, or position held by specific employees; or (c) determines that the duties of a particular position as required to be performed are those of a different class.

An employee occupying a position which is reclassified to a class with the same range as the previous position shall be placed at the same step and salary. An employee reclassified to a class with a higher range shall be placed at the step which is the same as or closest to but not lower than their previous salary. An employee reclassified to a class with a lower range shall be placed at the step which is the same as or closest to but no lower than their previous salary or, if the highest step in the new range is lower than the previous salary the employee shall be Y-rated. The Y-rate will freeze the salary of the employee at the present level until the salary for the lower class is equal to, or greater than, the Y-rate. An employee on a Y-rate will be offered any vacant position in the old (higher) class within their department if they are qualified. They will also be interviewed for open positions, upon their request, within their old class in other departments prior to considering any other candidates for the position. Any refusal of an offer in the old class will terminate the Y-rate.

ARTICLE 19. TEMPORARY ASSIGNMENTS

An employee assigned temporarily to work in a class with a higher designated range ("temporary range") than that designated for such employee's regularly assigned class ("regular range") shall, upon the recommendation of his/her Agency/Department Head, or his/her designee, and approval by CAO, be paid in accordance with the temporary range during the temporary assignment. The recommendation from the Agency/Department Head, or his/her designee, shall include a specific time frame for the temporary assignment. The temporary assignment shall not begin until the CAO approves it.

During that temporary assignment, the employee shall retain whatever step in the temporary range shall result in a wage increase.

An employee who believes that an Agency/Department Head, or his/her designee, has required that employee to work temporarily in a class with a temporary range higher than the employee's regular range, and who is not receiving the temporary range, may request through the Agency/Department Head, or his/her designee, that the employee be paid in accordance with the temporary range. The request shall be made within thirty (30) days of the assignment. The Agency/Department Head, or his/her designee, shall, within five (5) working days, approve or disapprove the employee's request

and in either case shall inform the employee and the County Administrative Officer of his/her decision. Approval of the employee being paid at the temporary range shall be sent to the County Administrative Officer for action and shall be retroactive to the date upon which the temporary assignment to a higher classification commenced.

If the Agency/Department Head, or his/her designee, disapproves the employee's request, the County Administrative Officer, or his/her designee, shall investigate the request and the Agency/Department Head's, or his/her designee's, decision and decide whether or not the employee's request is justified. If the employee's request is deemed justified, the County Administrative Officer shall approve the temporary range.

If the CAO denies the employee's request following his/her investigation, the employee shall have the right to grieve the decision in accordance with the procedures outlined in this contract.

ARTICLE 20. PUBLIC SAFETY RETIREMENT PROGRAM

All employees who are eligible to participate as set forth in the contract between the County and the Public Employees Retirement System (PERS), shall participate therein according to said contract. Extra-help employees are not eligible for PERS coverage; provided, however, that the hours worked in any calendar year does not exceed 999 hours.

20.1 The responsibility for certain Public Employees Retirement System (PERS) payments shall be as follows:

- A. Employees Hired Before April 1, 2012. Employees hired before April 1, 2012 shall pay 5% of compensation toward the employee retirement contribution. The deductions from payroll shall be paid pre-tax; the County shall adopt the appropriate resolution implementing the provisions of Internal Revenue Code Section 414(h)(2).
- B. Employees Hired on or After April 1, 2012 and employees hired after January 1, 2013 as "Classic" PERS members as determined by PERS. Employees hired on or after April 1, 2012 and employees hired after January 1, 2013 as "Classic" PERS members as determined by PERS shall pay 6% of compensation toward the employee retirement contribution.
- C. Employees Hired after January 1, 2013 as "New" PERS Members. Employees hired after January 1, 2013 as "New" PERS members shall pay one-half of the Normal Cost retirement contribution as determined by PERS.
- D. The deductions from payroll shall be paid pre-tax through the provisions of Internal Revenue Code Section 414(h)(2).

21.2. The PERS retirement formula and optional benefits for employees shall be as follows:

- A. For employees hired prior to April 1, 2011 the formula is 2% @ 50 California with Government Code Section 20042 (One-Year Final Compensation).
- B. For employees hired on or after April 1, 2011 and for "Classic" Members hired after January 1, 2013, the formula is 2% @ 55 with California Government Code Section 20037 (Three-Years Final Compensation).

- C. For employees hired after January 1, 2013, the formula is set through the Public Employee Pension Reform Act of 2013 (PEPRA).
- D. All retirement plans will provide for California Government Code Section 21548 (Pre-retirement "Optional Settlement Two" Death Benefit) and California Government Code Section 20965 (Credit for Unused Sick Leave).

ARTICLE 21. HEALTH BENEFITS

The County purchases and administers group life insurance and health, vision, and dental care insurance policies for all County employees as described herein.

21.1 PERS Medical Insurance Coverage

The County shall contract with the Public Employees' Retirement System to make available to eligible current and retired employees benefits equal to the State Employees' Medical and Hospital Care Act.

The County's contribution is set at the minimum monthly contribution required by PEHMCA regulations on behalf of those employees eligible for Group Medical Coverage under the various plans available. The minimum monthly Employer contribution is currently set at One Hundred and fifteen Dollars (\$115).

21.2 Flexible Spending Account

The County agrees to make a monthly contribution into a Flexible Spending Account (FSA). Employees may utilize these monies plus the health insurance contribution provided in 22.1 above toward the premium for medical insurance. The total monies contributed by the County for full-time employees, inclusive of the monies provided in Section 22.1 provided, shall equal ninety percent (90%) of the monthly premium of the plan selected by the employee. However, in no event shall the County be required to contribute more than ninety percent (90%) of the PERS Choice plan premium amount. All contributions to the FSA are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer if any part of this structure is found to be noncompliant. Any additional funds necessary to cover the costs of the plans shall be deducted pre-tax from the employees pay. Employees who waive benefits may elect to receive cash up to a maximum of Four Hundred and Sixty-six dollars (\$466.00) per month. Employees hired after July 1, 2011 shall be eligible to receive Two Hundred Dollars (\$200.00) if they waive medical benefits.

21.3 Dental, Vision and Life Insurance Provided by County

The County shall continue the dental, vision, and life insurance programs in effect as of October 1, 2010.

The County shall pay 90% of the employees' dental, vision and health insurance premiums and all of the life insurance premiums (collectively "premiums") during the term of this agreement.

Before the County's duty to make any such contribution arises, the employee shall authorize his/her payroll deduction on forms supplied by the County Auditor.

If the employee waives dental and vision benefits in addition to health benefits the employee may receive an additional Forty Dollars (\$40.00) in cash per month.

21.4 Eligibility

Every regular full-time or part-time employee, other than those employees who are laid off, suspended for cause, or on unpaid leave, and his/her dependents, if any, shall become eligible for employee and dependent health, life, dental, and vision care insurance coverage provided by the County (dependents are not eligible for life insurance) on the first day of the month following the month the employee is hired.

No insurance coverage contribution shall be made for any employee for extra-help or for standby or overtime service or for any period of work not performed except for any period which is a paid leave of absence or as outlined above.

21.5 Right to Purchase Additional Benefits

Any employee may purchase additional benefits or upgrade any benefit at the employee's own expense, by authorizing payroll deductions therefore once a year in a designated open enrollment period.

21.6 Regular Part-Time Coverage

Regular part-time employees shall be eligible to participate in the health program contingent upon approval of the relevant health program plan provider.

Part-time employees shall receive an insurance coverage contribution in an amount equal to the proportion of hours worked (regular, sick, vacation, holiday) in any month up to full time. The part-time employees' contributions shall be subject to change based on full-time employees' contributions set forth above.

21.7 Enrollment

Eligible employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly eligible full-time or part-time employee shall complete the enrollments required for the insurance coverage; thereafter, changes in the dependent's enrollments for all eligible employees may be made by an employee only during open enrollment, in accordance with carrier regulations, County practice or applicable State or Federal law.

21.8 Retiree Medical

Employees with five (5) years of service with Amador County who retire and begin to draw pension benefits are entitled to participate in the PEHMCA medical plans and are eligible to receive the monthly County contribution. The County contribution is provided by Board Resolution.

ARTICLE 22. MISCELLANEOUS BENEFITS

22.1 Deferred Compensation Annuity Program

Every regular employee may enroll in a deferred compensation annuity program offered by a carrier through the County in accordance with the enrollment provisions established by the carrier. For

contributions to such a program, the employee shall utilize monthly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction.

At its sole discretion, the County may withdraw at any time from participating in any deferred compensation annuity program which has not met its obligations in accordance with reporting and/or Internal Revenue Service (IRS) requirements.

22.2 Disability Insurance

Every employee shall be eligible for the State Disability Insurance (SDI) Program. The premiums for said State Disability Insurance (SDI) Program shall be deducted by the County Auditor from all employees' pay, which deductions are hereby expressly and irrevocably authorized without individual written authorizations.

22.3 Personal Belongings

Personal belongings that an employee is required to bring into the workplace for the performance of the duties of the job are covered by County insurance, provided the criteria as outlined in Amador County Policy has been met.

22.4 Employee Wellness Program

The County agrees to provide up to \$100.00 per calendar year cost reimbursement to regular employees who participate in a physical fitness program approved by the County Administrative Officer, or his/her designee. Claims for this cost reimbursement must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year.

22.5 Employee Assistance Program (EAP)

Employees who experience financial or family difficulties, or have problems with drug or alcohol abuse, are encouraged to seek assistance through the Employee Assistance Program (EAP) offered by the County. For information on the Employee Assistance Program (EAP), refer to Amador County Policies & Procedures Manual which is available in each County department.

In matters involving proposed discipline against an employee, the County may, in its sole discretion, allow the employee to enter an employee assistance program as an alternative to discipline.

22.6 Health Examinations or Tests

If any health examination or Fitness for Duty test is required of any employee by the County, the County shall provide the required examination or test or cause such examination or test to be provided. Employees shall be granted paid leave of absence for the purposes of undergoing required health examination. The County shall select the persons to provide the required examination or test. If the employee disagrees with the County's selection prior to submitting to the examination or test, the County shall be required to provide to the employee a list of three (3) other providers from which the employee may select the person who will provide the examination or test; provided, however, that this requirement shall be waived in the event of a bona fide emergency.

22.7 Section 125 of the Internal Revenue Code

The County Auditor has implemented Section 125 of the Internal Revenue Code allowing for a pre-

tax salary deduction in an amount equal to employee-designated costs of dependent care, medical deductibles, co-payments, etc., as desired by each employee. Employees are hereby warned that they forfeit pay which they authorize to be deducted which doesn't equal their expenditures for a particular benefit category.

ARTICLE 23. VACATION

Regular full-time and regular part-time employees shall earn and accrue paid vacation leave in accordance with the following provisions:

- A. **YEARS 1-2:** For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred eighty-nine and eighty-two hundreds (189.82) hours of service, which accrual shall be credited monthly.
- B. **YEARS 3-9:** For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every one hundred thirty and fifty hundreds (130.50) hours of service, which accrual shall be credited monthly.
- C. **YEARS 10 PLUS:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every ninety-nine and forty-three hundreds (99.43) hours of service, which accrual shall be credited monthly.

Vacation leave shall not be earned by, or granted to, employees for extra-help or for standby service.

An employee shall not be eligible to utilize his/her accrued vacation leave until after completion of six (6) continuous months of employment with the County.

An employee who separates from County employment shall be entitled to payment in lieu of accrued vacation leave which has not been taken prior to separation from employment.

An employee may accrue twice their current annual vacation accrual rate. An employee cannot accrue more than twice their current annual vacation accrual rate, unless the County is unable to allow the employee time off to use vacation time. Agency/Department Heads, or his/her designees, shall make every effort to allow employees to take vacation leave during the year in which it is accrued.

An employee's pay for any day of vacation leave shall equal the pay which the employee would have received had he/she worked his/her regular hours in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the day of vacation leave.

Sick and Vacation Leave shall not be earned for time compensated by State Disability Insurance (SDI) or while on an unpaid leave of absence. Leave is only accrued for County-paid hours.

Any probationary employee who suffers a work-related injury shall be allowed to use accrued vacation and sick leave, in that order, to compensate said employee for any loss of earnings when the cause is work-related and a worker's compensation claim has been filed and accepted by the County.

Those Departments that restrict the number of employees on vacation simultaneously shall annually give priority to vacation requests for the same period based on Departmental seniority.

Non-probationary employees may cash-out up to 40 hours of vacation leave each year during the month of November; provided, however, that the employee has taken five (5) consecutive eight (8) hour days in the prior year and will have a balance of not less than 120 hours after the vacation payoff has been made.

In the event multiple employees request to take the same vacation day(s), it shall be at the Agency/Department Head's or Elected Official's discretion to determine which employees will receive which vacation day(s) off and this determination shall be made based on staffing needs and seniority pursuant to the inter-office memo entitled "Time Off Requests" dated 05/05/2003.

ARTICLE 24. SICK LEAVE/BEREAVEMENT LEAVE

Employees herein will receive the same sick leave and bereavement leave as the County's General Unit bargaining group.

ARTICLE 25. RETENTION OF VACATION AND SICK LEAVE

Employees herein shall be allowed to retain vacation and sick leave balances while on disability or FMLA status as provided in the County's General Unit MOU.

ARTICLE 26. PROFESSIONAL LEAVE

Professional employees shall accrue up to five (5) days of professional leave each calendar year. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Part-time professional employees shall receive five (5) pro-rated days of leave each year based on the number of hours they work. An employee shall not be eligible to utilize his/her professional leave until after completion of six (6) continuous months of employment with the County.

ARTICLE 27. HOLIDAYS

Employees herein will receive the same paid holiday leave as the County's General bargaining with the exception of the following:

- A. ACDDAA employees shall receive one floating holiday in lieu of Columbus Day holiday. The floating holiday may be utilized on the date that Columbus Day is observed by the County, or the last working day prior to the date upon which Christmas or New Year's Day is observed.

- B. When Christmas Eve or New Year's Eve is to be used as an employee's floating holiday and if either of those holidays falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When said holidays fall on a Sunday, the following workday which is not a holiday shall be deemed the holiday.
- C. An employee's request to utilize their floating holiday shall be subject to approval by the Agency/Department Head or Elected Official.
- D. In the event multiple employees request to take the same holiday, it shall be at the Agency/Department Head's or Elected Official's discretion to determine which employees will receive which holiday off and this determination shall be made based on staffing needs and seniority. Under no circumstance shall any employee be denied the right to take at least one of the three days for their floating holiday.

ARTICLE 28. SPECIAL LEAVES OF ABSENCE

Employees herein shall be subject to the same terms and conditions regarding special leaves of absence as the County's General bargaining unit including the following:

A leave of absence, without pay and for any period of time, may be requested by the employee and is subject to the approval of the department head along with the concurrence of the CAO. An employee in an unpaid leave of absence status shall not be entitled to receive benefits.

A catastrophic leave bank may be established, but only when an employee who qualifies to use it requests it. Use of this leave is outlined in the Amador County Policies and Procedures Manual. The catastrophic leave bank is not continually in existence. When an employee needs and requests donations, only vacation leave may be donated into the bank. The Human Resources Director, or his/her designee, shall act as a "banker", supervising the donations and the acceptance of the donated vacation leave. An employee will have to exhaust all of the vacation, sick, and holiday leave accrued to him/her before using any donated vacation leave.

ARTICLE 29. STEP ADVANCEMENTS

An employee hired or promoted at Step A or above shall receive step advancement on the first calendar day of the month following the month in which such employee completes his/her first twelve (12) months of employment. Thereafter, an employee shall be eligible for step advancement on the anniversary date of his/her first step advancement until such employee advances to Step E.

Any employee eligible to receive any step advancement described above on the first calendar day of the month shall receive the step advancement on that day.

Step advancement shall be procedurally automatic provided that the employee has received a satisfactory or better rating on his or her most recent performance evaluation. Failure to advance may be appealed to the Department Head but is not subject to appeal through the Grievance Procedure.

ARTICLE 30. FURLOUGHS

An employee Furlough Program for employees is hereby established. Under this Program, the County may send employees home in a given fiscal year on a no pay status due to lack of sufficient funds from all available budgetary sources as determined by the Board of Supervisors in order to maintain normal operations.

Employees shall be furloughed in inverse order of seniority in the following order:

- a) Employees who agree to be furloughed on a voluntary basis
- b) Extra Help employees
- c) Probationary employees
- d) Permanent part-time employees
- e) Permanent full-time employees

Permanent and probationary employees placed on a no pay status in the Employee Furlough Program shall continue to accrue and maintain all employee benefits including County paid portion of payments for Health, Life, Dental and Vision Plan. Participation in the Employee Furlough Program shall not affect a permanent or probationary employee's anniversary date.

Employees to be furloughed may, with the concurrence of Department management, take the furloughed days in conjunction with regularly scheduled vacation or holidays.

Reduction in pay caused by a furlough shall be spread over the remaining portion of the fiscal year in which the furlough is imposed. The total reduction in pay shall not exceed 80 hours per fiscal year.

The County shall not contract with outside firms or persons for work currently performed by County employees who have been placed on a no pay status under the Employee Furlough Program.

ARTICLE 31. SENIORITY/LAYOFFS/RECALL

The Board of Supervisors shall have the sole authority to implement any layoff necessary. Layoffs will occur in order of seniority.

Layoffs:

A layoff is defined as a reduction in the regular workforce expected to last more than thirty (30) calendar days. The County will give a notice of anticipated layoff as soon as possible, but no later than twenty-one (21) calendar days prior to the effective date of the layoff.

Seniority:

Seniority shall be determined as follows:

- A. Regular full-time employees shall receive one (1) month of seniority credit for each month of service within each of the seniority categories as outlined below.
- B. Regular part-time employees shall receive seniority credit by pro-rating their hours in

paid status as a percentage of the monthly full-time equivalent.

- C. Extra-help employees do not accrue seniority.
- D. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff, of two weeks or more, shall constitute a break in service. Separation does not include authorized leaves of absence.

Reductions in Seniority:

Seniority shall be reduced for:

- A. Any suspensions of more than five (5) days; and
- B. Any leave of absence, without pay, for more than 30 calendar days. Such reductions in seniority shall be in full-month increments for a minimum of one (1) month and rounded to the next higher month for any partial months.

Notice:

Employees' seniority, status, and class for the purpose of determining the order of layoffs shall be fixed at the time the Board of Supervisors determines that layoffs shall occur and designates the positions to be laid off.

Bumping Rights:

Employees subject to layoff shall have the right to displace (bump) less senior employees in the following order provided they meet the current qualification of class to which they are bumping:

- A. Employees affected by layoff may bump the least senior employee in his/her class based upon seniority.
- B. If the affected employee is the employee with the least seniority within the class, the employee may bump using his/her seniority by taking a position in the next lowest class within his/her position's classification series (i.e. DDA III would bump to DDA II), and bumping the employee with the least seniority in the lower class.

Extra-help employees do not have bumping, recall, or re-employment rights.

Part-Time/Full-Time/Extra-Help Bumping:

A regular part-time employee may bump a full-time employee or vice versa if they have greater seniority, in each case taking the bumped position with their hours. Part-time and full time employees have the right to bump extra help employees (seniority doesn't apply to extra help employees) taking the bumped extra help position with their hours.

Ties in Seniority:

In the event of ties in seniority, the Agency/Department Head, or his/her designee, shall determine the order of layoff. The decision is to be based upon the most recent performance appraisal.

Recall from Layoff:

Permanent employees laid off shall be placed on a recall list. Recall lists will be developed by-for each classification series for which there has been a layoff. Employees with the greatest seniority shall be recalled first to open positions provided the open position is no higher in class than the position previously held by the employee. Employees may choose to forego recall and remain on the recall list if the open position is a lower class than the position previously held by the employee. If an employee accepts a recall to an open position, that employee is removed from the recall list.

List Duration:

Recall rights are for a period of one (1) year following layoff.

Open Positions:

Upon request, employees who have been laid off will be interviewed prior to considering any other candidates for the position for vacancies in any department for the class they occupied, or any class in which they held permanent status and continue to meet class qualifications for a period of one (1) year.

Right of Recall:

The right of recall shall not accrue beyond the date on which the employee declines or fails to respond within five (5) working days to an offer of recall from layoff, or one (1) year from the date of layoff, whichever occurs first, and upon expiration of such right, such employee shall be deleted from the recall lists. Employees declining recall into a lower class shall not be deleted from the recall list.

An employee recalled from layoff shall be granted restoration of all sick leave and seniority available to such employee as of the date of layoff. The period of layoff shall, upon recall from layoff, be considered an unpaid leave of absence and shall not be considered a break in service.

ARTICLE 32. GRIEVANCES

Information:

Grievances may only concern the County's misapplication, misinterpretation, or violation of a law or this Agreement. Employees are strongly encouraged by both parties to this Agreement to meet with their Department/Agency Head and/or his/her designee to discuss the issue that they are concerned about prior to filing a formal grievance. Any grievance filed shall include the following information:

- A. The state, federal, or local law, or the specific provision of this Agreement alleged to have been misapplied, misinterpreted, or violated.
- B. The facts pertinent to the grievance, including the names, dates, places, and incidents necessary for an understanding of the grievance.
- C. The alleged adverse effect upon the grievant resulting from said alleged misapplication, misinterpretation, or violation.

- D. The remedy for such alleged adverse effect sought by the grievant.

Timeliness:

Failure by the County to adhere to decision deadlines of this procedure shall automatically establish the right of a grievant to appeal to the next Step. Failure by a grievant to adhere to a submission deadline at any step of this procedure shall mean that the grievant accepts the last decision made thereon and that the grievant waives any right to further appeal of the grievance; however, nothing in this Section shall be construed to prevent the parties from extending either a decision deadline, or a submission deadline, by written mutual agreement.

A grievant may terminate a grievance at any time by giving written notice to the other party of such termination.

No Loss of Pay:

The County shall allow an employee reasonable time off work, without loss of pay or benefits, in order to deliver a grievance to his/her Department/Agency Head or to attend a grievance hearing during normal working hours.

- A. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one (1) joint hearing on all the grievances.

Step 1. Agency/Department/Employee:

Within twenty (20) calendar days of when the grievant could reasonably have known of the event or condition which forms the basis of the grievance, the grievance shall be presented, in writing to the grievant's Agency/Department Head.

- A. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.
- B. Within five (5) working days of such a meeting, the grievant's Agency/Department Head shall serve written notice of the decision to the grievant.
- C. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing to the County Administrative Officer within ten (10) working days of receipt of the written decision or within ten (10) working days after the decision deadline at Step 1 has elapsed.

Step 2. County Administrative Officer:

The CAO may conduct an investigation and/or hearing and render a decision within 15 working days. If either party is dissatisfied with the decision of the CAO he/she may appeal the decision to Step 3 within five (5) working days of being given notice of the decision. If the CAO does not respond to the appeal within the time limits, the employee may appeal to Step 3 within five (5) working days of the expiration of the 15-day period by filing a written request with the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules. A copy of the appeal shall be sent to the Clerk of the Board by the employee.

Any appeal arising from a Step 2 decision shall be submitted to arbitration administered by the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules. The Arbitrator shall be chosen by the American Arbitration Association without input from either party. The matter shall be heard by the Arbitrator and conducted by him/her according to said expedited procedures. The parties further agree to accept the Arbitrator's award as final and binding on them.

The cost of hearings before the Arbitrator shall be paid sixty-five percent (65%) by the losing party and thirty-five percent (35%) by the winning party. The parties shall jointly ask the Arbitrator to decide which party is the losing party for the purpose of determining which party pays sixty-five percent (65%) of the costs of the hearing. Each party shall pay the participation fees required by the American Arbitration Association. An alternative to the American Arbitration Association may be used by mutual agreement by all parties.

ARTICLE 33. SAFETY CONDITIONS

The County and the ACDDAA agree that the need for safe working conditions shall be of importance.

33.1 Safety Equipment:

With the exception of items of personal clothing, the County agrees to provide such health and safety equipment as may be required by the County, or by federal, and/or state law, rule, regulation, or order.

Employees shall use the safety and health equipment provided by the County. Alternate safety and health equipment furnished by employees must meet State Division of Occupational Safety and Health (OSHA), or American National Standards Institute (ANSI) safety requirements, and approved in advance of its use by the management employee who is the Agency/Department Head, or his/her designee, for an employee requesting the use of alternate equipment. The employee shall be responsible for returning County-owned safety and health equipment to the issuing department upon termination, or upon the request of any of the employee's supervisors.

33.2 Work-Related Injury or Illness:

If an employee is injured on the job, he/she should report the injury immediately to his/her supervisor. Injured employees have the right to see a physician of their choice for diagnosis and treatment, if a physician has been pre-designated. If the injury is NOT a medical emergency, the supervisor and employee shall, prior to the end of the employee's shift, contact the Human Resources Department to report the injury. If the injury is a medical emergency, call 9-1-1 to provide immediate medical assistance, then call the Human Resources Department to report the injury. The Supervisor may call the injury in independently if the employee is not able to participate. For further information on Injured Employee Protocol, refer to the Amador County Policies & Procedures Manual which is available in each County department.

33.3 Unsafe Equipment/Conditions:

As soon as practicable, an employee shall notify his/her immediate supervisor, and/or the Department Safety Officer, and the Department Head about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate, or cause to be investigated, reports

of unsafe equipment, or unsafe working conditions, and shall advise the affected employees of any corrective actions to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the Risk Manager as soon as possible by the supervisor. The employee will not be required to work with the alleged unsafe equipment or unsafe working condition until a decision has been rendered by the immediate supervisor or the Risk Manager, if the matter has been referred to the Risk Manager. If the Risk Manager is not available on a timely basis, the Agency/Department Head, or his/her designee, shall investigate the matter and make the decision for the Risk Manager.

33.4 Right to Refuse Unsafe Work:

No employee shall be disciplined for having refused to work with equipment, or under conditions that they believe are unsafe, provided they do not continue to refuse to perform the work once an authorized representative of the State Division of Occupational Safety and Health (OSHA), or the Risk Manager, or his/her designee, have determined the situation to be safe. An employee who unreasonably refuses to perform work is subject to discipline.

ARTICLE 34. LABOR-MANAGEMENT COMMUNICATIONS

The District Attorney and the Chief Assistant District Attorney shall meet upon a quarterly basis with the designated representatives of the ACDDAA for the purpose of discussing issues of importance to either party. The meeting shall take place at a mutually convenient time and location. The ACDDAA and District Attorney management agree to create a system for identifying and communicating items for discussion in advance of the meeting and for post-meeting follow-up relevant to action items. In any given quarter a meeting may be waived or postponed upon the mutual consent of the parties. Such waivers shall be limited to the next upcoming quarterly meeting and shall not be considered for any other purpose. Parties agree to mutually alter the meeting schedule if necessary.

ARTICLE 35. DIRECT DEPOSIT AND PAY PERIODS

The County shall offer direct deposit of paychecks, if an employee so elects, and has worked six (6) months of continuous employment. During the term of this Agreement, the County reserves the right to change to a different payroll system with different pay periods and dates. The County will notify the Association at least two (2) months in advance and meet and confer regarding the impact of the change. At such time, leave accruals will need to be reviewed and adapted to the new payroll system.

ARTICLE 36. FLEXIBLE WORK SCHEDULE

The Agency/Department Head, or his/her designee shall comply with the alternative work schedules as described in the County's General Bargaining Unit MOU.

ARTICLE 37. POLICY AND PROCEDURES MANUAL

All Deputy District Attorneys shall be provided with a copy of the Policies and Procedures manual upon hiring. The manual shall include policy update procedures and chain of command procedures pertaining to attorneys, investigators, and staff.

ARTICLE 38. DISCIPLINARY ACTIONS

Just and Sufficient Cause:

Disciplinary action shall consist of any of the following County actions taken against an employee for just and sufficient cause:

- A. Just and sufficient cause for County disciplinary action taken against a probationary, temporary, or extra help employee shall consist of any lawful reason.

- B. Just and sufficient cause for County disciplinary action taken against a permanent full-time or part-time employee shall consist of any of the reasons set forth herein or other conduct which constitutes just and sufficient cause. All evidence supporting disciplinary charges must be timely in relation to the incidents which are the basis for the proposed discipline. This does not preclude evidence of prior notice to the employee of similar conduct or prior disciplinary action against that employee.
 - a) Evident unfitness or unsuitability for service.
 - b) Incompetence.
 - c) Inefficiency.
 - d) Inexcusable neglect of duty.
 - e) Violation of any concerted activities provision.
 - f) Absence from duty without leave authorized in accordance with the provisions of this Agreement.
 - g) Insubordination or willful disobedience.
 - h) Refusal or knowing failure to perform work in accordance with County or state job safety requirements.
 - i) Fraud in securing employment with the County.
 - j) Harassment in, or affecting, the work environment.
 - k) Engaging in any employment, activity, or enterprise which is clearly incompatible, or in conflict with, or detrimental to, duties as a County employee, or to the duties, functions, or responsibilities of his/her department.
 - l) Improper political activity.
 - m) Dishonesty.

- n) Misuse, malicious damage, or theft of County property.
- o) Conviction of any felony or misdemeanor committed while on duty, involving moral turpitude, or directed against the County or any County employee.
- p) Accepting a plea of nolo contendere to any felony or misdemeanor described in section o above.
- q) Discourteous treatment of another employee or a member of the public while on duty, or off duty, if the discourteous treatment relates to County employment. Failure to maintain harmonious relations with other County employees while on duty.
- r) Use of, or being under the influence of, any controlled substance as defined by California Health and Safety Code 11007, or its successors while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- s) Use of, or being under the influence of, alcohol while on duty; at any County worksite; or at any public place while wearing or displaying clothing, badges, or insignia identifying the employee as a County employee.
- t) Breach of confidentiality as covered in departmental policies and County-wide policy as governed by the Amador County Policies & Procedures Manual.
- u) Engaging in inappropriate discriminatory activity against one (1) or more persons protected under state or federal law
- v) Inability or incapacity to perform assigned job duties.

Procedures:

Any person authorized by the Board of Supervisors may initiate disciplinary action (the "initiator").

Only permanent full-time or part-time employees shall have the right to appeal from any disciplinary action.

Progressive Discipline:

The County may begin discipline at any level, depending on the employee's conduct. The County shall use progressive discipline unless the County believes dismissal to be the appropriate discipline based on the employee's conduct.

An initiator may discuss with the CAO the appropriate level of discipline prior to beginning any disciplinary action. Such discussion shall not prevent the CAO from being the Step 2 decision maker as set forth in this Article.

Discipline:

Disciplinary actions shall consist of written reprimands, suspension, withholding of step increases, demotion, or dismissal and shall begin with notice to the employee. Any notice to an employee of a proposed action shall be in writing. Such notice shall contain the following information:

- A. The name, work address, and work telephone number of the initiator.
- B. The nature of the proposed action.
- C. A statement of the reason for the proposed action.
- D. A true and complete copy of any supporting written documentation upon which the proposed action is based.
- E. The date upon which such proposed action is to become effective.
- F. A statement of the employee's right, prior to the effective date of such proposed action, to a meeting with the initiator at which meeting the employee shall be afforded a reasonable opportunity to respond orally, and/or in writing, to the initiator.
- G. A statement of the employee's right to be accompanied by a representative of the employee's choice during such meeting.
- H. A statement of the employee's rights to the hearings and appeals process.

Employee Notification:

Service of the above notice on the affected employee shall be made either in person or by certified mail addressed to the employee's last known mailing address.

If the affected employee cannot be served in person nor by certified mail addressed to the employee's last known mailing address, or if for any reason the affected employee refuses or fails to take receipt of the notice, service shall be deemed complete three (3) days after the attempted service.

Service of a true and complete copy of the above notice, including all accompanying documentation, shall also be made upon an ACDDAA representative and upon the County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

Tiered Discipline:

The County, generally through the District Attorney or his/her designee, may initiate disciplinary action against an employee in one of two tiers: Minor Discipline and Major Discipline.

Minor Discipline:

Minor Discipline shall consist of any disciplinary action greater and including a letter of reprimand, but less than Major Discipline. The maximum Minor Discipline is a three (3) day suspension without pay and/or the withholding of a step increase for six (6) months or less.

The initiator shall give written notice of the proposed discipline to the affected employee and his/her appeal rights. The employee has the right to meet with the initiator and discuss the proposed discipline after which the initiator may impose, modify, or dismiss the proposed discipline.

The employee must notify the initiator in writing no more than five (5) calendar days after the employee receives the notice of proposed discipline that he/she desires to exercise his/her right to such a meeting. The meeting shall be held no more than ten (10) calendar days after the initiator receives the employee's request for the meeting.

Any Minor Discipline shall not be final until the employee receives a hearing by the County Administrative Officer ("CAO") as set forth below or the time period for filing the appeal runs without such a request being filed.

Within five (5) calendar days the employee may appeal the imposition of Minor Discipline to the CAO. The request for a hearing by the CAO shall be in writing and set forth the legal and factual reasons for the appeal.

The CAO shall promptly set a date/time for the hearing and give notice thereof to the employee and the initiator. At the hearing evidence will be taken and an audio record made but the hearing shall be conducted in an informal manner. The employee may be represented by counsel or a Association representative. The County shall have the burden of proof and persuasion as to the merits of the proposed Minor Discipline.

No more than seven (7) calendar days following the hearing the CAO shall decide the case and give notice thereof in writing to the employee and the initiator. The decision shall be based on the evidence adduced at the hearing. The employee and the initiator shall have no further administrative appeal rights. The decision of the CAO shall be final.

Major Discipline:

Major Discipline is any discipline greater than allowed for Minor Discipline and includes suspension for four (4) or more days, demotion, and termination. The following procedure applies only to Major Discipline and not to Minor Discipline.

Step 1. Skelly Rights:

An employee may request within ten (10) working days from receiving notice of a proposed action a meeting with the initiator and present the employee's position on the proposed action. The employee may respond to the charges with his/her oral, or written, statements or with written statements of others. This meeting is not an evidentiary hearing.

The parties may agree to tape record the meeting and shall make a copy of such recording available to the employee upon request within one (1) week from the close of such meeting.

The failure of an employee to request, or to appear for such meeting, shall constitute a waiver of the employee's right to such meeting, but not to appeal the action to the CAO and subsequently to the Arbitrator and for the costs of preparing and presenting their own case.

Following said meeting, or the employee's waiver thereof, any proposed disciplinary action may be upheld, modified, or revoked. The decision shall be effected by the initiator giving written notice thereof to the employee with the effective date to be after the time allowed for an appeal to the CAO. Within fifteen (15) calendar days of being given notice of the decision, the employee, or the initiator (if the meeting is held by an Agency/Department Head other than the initiator), may appeal the disciplinary action to the CAO.

Within fifteen (15) calendar days of being given notice of the disciplinary action, the employee may appeal the disciplinary action to the CAO.

Step 2. County Administrative Officer:

Any appeal shall be in writing, shall set forth clearly the factual and legal bases for the appeal, and shall be filed with the CAO within the time limits as set forth in this Article.

The CAO may conduct an investigation, and/or hearing, which shall not be an evidentiary hearing, and render a decision within 15 working days. Following the Step 2 hearing or investigation, he/she shall uphold, modify, or revoke the proposed disciplinary action and give written notice of his/her decision to the employee and the initiator.

Appeal to Step 3:

If either party is dissatisfied with the decision of the CAO, they may appeal the decision to Step 3 within five (5) working days of being given notice of the decision. If the CAO does not respond to the appeal within the time limits, the employee may appeal to Step 3 within ten (10) working days of the expiration of the 15 working-day period by filing a written request with the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules. An alternative to the American Arbitration Association may be used by mutual agreement by all parties.

Step 3. Evidentiary Hearing:

The employee or the County may appeal the Step 2 decision as follows. Any appeal arising from the Step 2 decision shall be submitted to arbitration administered by the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules. The Arbitrator

shall be chosen by the American Arbitration ACDDAA without input from the parties. The matter shall be heard by the Arbitrator and conducted by him/her according to said expedited procedures. The parties further agree to accept the Arbitrator's award as final and binding on them.

The County shall make available for testimony in connection with this procedure any County employee whose appearance is requested by the employee or his/her representative or by the County.

An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits.

Costs:

The cost of hearings before the Arbitrator for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay the participation fees required by the American Arbitration Association.

Administrative Leave:

In the event that any initiator decides to conduct an investigation into the activities of an employee which may lead to disciplinary or criminal action against the employee, or an employee has been given notice of proposed discipline which has not yet become effective, the initiator may, by written notice, place said employee on administrative leave. The notice shall state the reasons for placing the employee on administrative leave.

During the period of administrative leave, the employee shall be entitled to all pay and benefits normally accruing to said employee but said employee shall remain away from his/her workplace and shall not carry out any duties related to his/her job.

The employee may discuss his/her placement on administrative leave with the initiator at a Step 1 meeting, but there shall be no right of appeal from placement on administrative leave; provided, however that this subsection shall not prevent an employee from appealing any disciplinary action taken which is the cause for the initiator's placing the employee on administrative leave.

If no disciplinary action, or other charge, follows the placement on administrative leave, all notices and other references to the employee's placement on administrative leave shall be removed from the employee's personnel file.

ARTICLE 39. TRANSPORTATION

Mileage and Travel Allowances

Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore at the rate governed by the Amador County Policies & Procedures Manual which may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement. Employees who are required to use their private vehicles on County business shall be entitled to mileage reimbursement except that an employee who is called to work at his/her regular duty station shall not be eligible for mileage reimbursement.

If any employee is required by the County to travel outside the County during regular meal hours, the County shall, at its election, provide the regular meals for the employee or shall reimburse the employee for the documented actual cost of such meals in accordance with the allowances set forth in the Amador County Policies & Procedures Manual which meal allowances may be increased by unilateral action of the Board of Supervisors at any time during the term of this Agreement.

Other allowances shall be paid to employees for travel which is required by the County in accordance with the provisions outlined in the Amador County Policies & Procedures Manual.

ARTICLE 40: BAR DUES

The County shall pay for employees the cost of the State Bar Association dues necessary for the employee to practice law in California. The County shall only pay for the minimum cost of the dues (referred to on State Bar Membership Statement as membership fees) and shall not pay for any additional options such as CDCBA, CSCHS, lobbying, etc.

The County shall make the payment on or before March 1 of each year for an employee who has been employed as an Amador County Deputy District Attorney at least on January 1 of the year for which the dues are paid. The employee shall provide their invoice to the District Attorney's Fiscal and Technical Services Assistant no later than February 1 of each year to ensure his/her dues will be paid before the due date.

If the employee separates employment from the County of Amador on or before June 1 of the year for which the dues have been paid, the County will deduct a prorated portion of the dues which have been paid for that year from the employees final pay check.

ARTICLE 41: RECOMMENCEMENT OF NEGOTIATIONS

Either the ACDDAA or the County shall have the right to reopen negotiations on all subjects within the scope of representation by giving written notice to the other party of its election to reopen negotiations no earlier than June 1, 2014, and no later than August 1, 2014.

In the event that either the ACDDAA or the County elects to reopen negotiations in accordance with the above provision, their negotiations shall commence no later than August 1, 2014; provided, however, that neither the ACDDAA nor the County shall be relieved of its right or obligation to negotiate on all subjects within the scope of representation if their negotiations have not commenced by August 1, 2014.

ARTICLE 42: TERM, WITNESSES, AND SIGNATORS

Except as otherwise provided herein, the provisions of this Agreement shall become effective on October 1, 2013, and shall remain in effect through September 30, 2014. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the ACDDAA notifies the other no later than August 1, 2014 of its request to modify, amend, or terminate this Agreement.

In witness whereof, this Agreement was ratified by a membership vote of the ACDDAA.

In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on

_____.

COUNTY OF AMADOR, CALIFORNIA

AMADOR COUNTY DEPUTY DISTRICT
ATTORNEYS ASSOCIATION

Chairman, Board of Supervisors
Richard M. Forster

Representative, ACDDAA

Representative, ACDDAA

APPENDIX A

DEFINITIONS

The definitions in this Section shall govern the construction of this Agreement and shall have the respective meanings given below unless it is clearly apparent from the context that they are used in a different sense. The definition of a word shall apply to any of its variant.

Absenteeism. The unexcused non-attendance of an employee from his or her assigned workplace or duty.

Administration Level. This class is distinguished by overall responsibility for planning, organizing, directing, and supervising the activities of a major program area, division, or department. Work area and program management, rather than supervision or the performance of complex technical work in most non-professional areas, distinguish classes at this level. When supervisory responsibilities are present, they are often directed through other supervisory positions. Organizational complexity and size and program diversity may require more than administrative level in an occupational area.

Administrative Leave. Leave with pay and accrual of benefits, imposed at the direction of the County, upon an employee during the pendency of an investigation which may lead to disciplinary action against the employee, or when the employee appears unable to work, during which period the employee is not required to perform work, but is to remain available for recall to work upon short notice.

Age Discrimination in Employment Act (ADEA). A federal statute prohibiting employers with 20 or more employees from discriminating in employment against persons 40 years or older. Penalties for violating the ADEA include reinstatement with back pay and fringe benefits, plus reasonable attorney's fees.

Alternative Work Schedules. A change in the normal work schedule as defined in this Agreement.

Anniversary Date. The date upon which a regular employee becomes eligible for step advancement under the provisions of this Agreement.

Arbitration. The process of submitting a dispute or an unresolved grievance to an impartial third party for a binding decision.

Back Pay. An amount of pay due a worker for periods prior to the current pay period. Back pay is usually a form of an award for lost wages given through a court

ruling or as a result of arbitration, or a remedy for a payroll error.

Bargaining Unit. A group of employees recognized by an employer under the Myers-Milias-Brown Act.

Bereavement Leave. Time taken off by an employee on account of the death of any member of his/her immediate family.

Call-Back Pay. Guaranteed pay for a set minimum number of hours when employees are called back to work when they weren't originally scheduled.

Catastrophic Destruction. An extreme misfortune to property owned or possessed by an employee.

Catastrophic Leave. Time used by an employee who has experienced an extreme misfortune.

Class. All positions which are sufficiently similar, as to (1) kind or subject matter of work, (2) level of difficulty and responsibility, and (3) qualification requirements of the work, that they can be given the same title and can be assigned to the same range.

Classification. The grouping of positions into classes.

Collective Bargaining. The meeting between an employer and employee representatives to confer in good faith with respect to wages, hours, and other terms and conditions of employment. Such meetings usually result in the execution of a written contract incorporating any agreement reached.

Compensatory Time Off (CTO)(comp time). Paid time off given to reimburse an employee for extra time expended, usually in lieu of overtime pay.

Corrective Action. This term applies to taking action to correct a behavioral or performance problem.

County. The Board of Supervisors of the County of Amador or any employee holding a management position, or any person authorized by the Board of

Supervisors or by any employee holding such management position to act in its/his/her behalf.

County Administrative Officer. Shall include any County officer or employee designated by the County Administrative Officer to act on his/her behalf.

Deferred Compensation. Compensation payments that accrue for use at some point in the future. Most deferred compensation payments include contributions to pension fund annuities. They are usually not fully taxable until benefits begin.

Demotion. An action resulting in a downward change in classification to a class with a lower salary.

Disability. Under disability non-discrimination law, a physical or mental impairment that substantially limits one or more of a person's major life activities. Under workers' compensation law, can be a temporary or permanent injury.

Disabled Individual. Under federal law, an individual who (1) has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment; or (3) is regarded as having such an impairment. A handicap is substantially limiting if it is likely to cause difficulty in securing a job, retaining a job, or advancing in employment.

Discharge. A separation of the employment relationship for reasons of violation of standards of conduct or safety regulations, unsatisfactory job performance, or any reason deemed to warrant separation must be made for just and sufficient cause.

Discrimination. As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or group of employees, whether intentional or unintentional, based on such characteristics as race, color, national origin, religion, sex, handicap, age, or veteran status. The term also includes the failure to remedy the effects of past discrimination.

Documentation. Records, usually written, kept by employers as proof of actions taken in the workplace. Examples of documentation include performance appraisals and written warnings.

Drug-Free Workplace Act. A federal law enacted in 1988 which requires federal contractors to implement policies to assure the existence of a drug-free workplace. Among other requirements, the Act mandates employee notification statements, a drug-free awareness program, and notice to an agency of convictions. Violations could

lead to debarment from future contracts for up to five (5) years.

Employee. Any person who has been hired by the County and who has assumed the tasks of a deputy district attorney whose classification is within this unit.

Employee Assistance Program (EAP). A program provided by employers to help employees handle problems such as alcohol and drug abuse, or emotional disturbances.

Employee Wellness Program. A monetary program provided by employers to go towards reimbursement for employees who participate in a physical fitness program approved by the Human Resources Director, or designee.

Entry Level. This is normally a trainee level. Employees perform the more routine, less complex job assignments, while learning the more complex operations, policies, assignments, policies, and programs related to their work area. Initial job assignments require only limited previous work experience and background.

Equal Employment Opportunity. A doctrine requiring that applicants and employees not be discriminated against in employment on the basis of certain non-job-related criteria, specifically race, color, religion, sex, national origin, age, disability.

Equal Employment Opportunity Commission (EEOC). This Commission was created by Title VII of the Civil Rights Act of 1964 to act as an enforcement agency of that Act. The Commission has two main purposes: (1) to end discrimination based on race, color, religion, age, sex, or national origin in hiring, promotion, firing, wages, testing, training, apprenticeships, and all other conditions of employment; and (2) to promote voluntary action programs by employers, Associations, and community organizations to promote equal employment opportunities.

Exempt. An employee classification designated by the Fair Labor Standards Act (FLSA). An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the FLSA. Executives, administrative employees, professional employees, and employees engaged in outside sales are classified as exempt from overtime pay requirements.

Exit Interview. A structured interview at the time of termination to inform employees of rights and benefits, and to gather information about organizational climate, culture, and problems.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which

governs minimum wage, overtime pay, equal pay for men and women in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

Family and Medical Leave Act of 1993. Requires employers with 50 employees in a 75 mile-radius to offer those employees up to 12 weeks of unpaid leave to care for a newborn or adopted child, or a seriously ill child, spouse, or parent, or the employee's own serious illness.

Flex Schedule. A scheduling plan that permits employees to choose their own working hours by scheduling around certain core hours in the middle of the day.

Grievant. A specific, named employee or employees covered by this Agreement and shall not include the Association or a class or group of employees not identified by name along with specific grievances.

Immediate Family. The employee's parent, spouse, child, registered domestic partner and child of domestic partner.

Extended Family (for Bereavement Leave)
Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, spouse, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or registered domestic partner and child of domestic partner.

Incumbent. A person currently occupying a particular position.

Job Description. A summary of the most important features of a job, including the general nature of the work performed, specific task responsibilities, reporting relationships, and working conditions.

Licensed Health Care Practitioner. (A) A physician, surgeon, physician's assistant, nurse practitioner, osteopathic practitioner, chiropractic practitioner, physical therapist, podiatrist, optometrist, dentist, or psychologist licensed by the State of California and acting within the scope of his/her practice as defined by California state law; or (B) any other health care practitioner mutually agreed upon in writing by the County and the employee; provided, however, that either the County or the employee may terminate such Agreement by giving seven (7) days written notice to the other party.

Life Partner. For the purposes of this MOU, life partner shall include but not be limited to any person cohabiting with the employee on a sustained basis for at least the

previous twelve months while not paying to or receiving rent or other consideration from the employee.

Moral Turpitude. Conduct contrary to justice, honesty, modesty, or good morals.

New Employee Orientation. The guided introduction of new employees to their job, the work environment, and the culture of County government.

Occupational Disease/Illness. Condition or disease arising out of, and in the course of, employment.

Occupational Safety and Health Administration (OSHA). A federal agency created in 1970 to establish health and safety standards for the workplace and to ensure that all U.S. workers have a safe, healthy work environment. The agency is vested with the power to inspect and issue citations to organizations which violate the safety standards encompassed in OSHA regulations.

Pay. Wages earned by, and payable to an employee or, for the purposes of determining paid status, disability insurance/workers' compensation temporary disability indemnity payments payable to an employee in accordance with the provisions of this Agreement, or in accordance with state and/or federal law.

Performance Appraisals. A system of review and appraisal of an individual's job performance as described in County policy. This system should influence an employee's job-related behaviors and when used constructively can help improve employee performance.

Permanent. An employee who has successfully completed the requirements of a probationary period for his/her position.

Human Resources Director. Shall include any County officer or employee designated by the Human Resources Director to act on his/her behalf in his/her absence.

Position. A set of tasks, i.e., duties and responsibilities, assigned by the County to be performed by an employee, which has a title, classification, and job description.

Probationary Period. A period of time commencing from the date of hire during which a new employee receives close supervision to perform the job. It is also a time during which the new employee and the employer may appraise the appropriateness of retaining the employee for the position (usually for a period of six months).

Professional Employee. Employees engaged in work requiring specialized knowledge and skills attained

through completion of a recognized course of instruction, including, but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers, and the various type of physical, chemical, and biological scientists.

Progressive Discipline. An approach to imposing disciplinary action in which a lesser penalty may be appropriate for an offense the first time it is committed and more severe penalties are imposed for committing the same or other offense again.

Promotion. A merit-based upward change in the wage of an employee as a result of the appointment of an employee to probationary status in a position within a new classification with a higher designated range of the classification from which such employee was promoted.

Range. One of the numerically designated wage levels established by this Agreement.

Recruitment. The process of attracting, on a timely basis, a sufficient number of qualified candidates to apply for job openings within an organization.

Rest Period. A period during work time during which an employee is free from any requirement to perform work or to be available to perform work for the County.

Separation. Termination of the employment relationship for any reason. Includes resignation, release, death, retirement, reduction in force, or discharge. Whenever possible, employees shall give a minimum of two (2) weeks notice of the final separation date. No employee shall be allowed to extend their separation date by using vacation, holiday, compensatory time off (CTO), sick leave, or professional leave. No employee shall be allowed to extend their separation date in order to maintain their health coverage.

Sexual Harassment. Sexual conduct where submission to, or rejection of, such conduct affects terms or conditions of employment; that substantially interferes with an employee's ability to perform the job; or that creates a hostile work environment as described in County Policy.

Shift Differentials. Extra pay allowances made to employees who work on a shift with hours that may represent a hardship. Shift differentials usually are expressed as a percentage of pay, or in cents per hour.

Sick Leave. Time for which the employee is paid when he or she is not working due to illness or injury.

Standby. A period during which an employee is not ordinarily required to perform work for the County, but

is required to be available, upon short notice, to perform work, for which a specified stand-by compensation rate is provided in the event the employee is not called to perform work, with the regular rate of pay for the period or periods the employee is required to work.

Step Advancement. An upward change in the wage of an employee based on time in grade by means of progression to the next step within the range.

Steward. A County employee who is a member of the General Unit elected to represent other Unit employees in their relations with the County.

Supervisor. An FLSA exempt individual with the employer's delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, discharge, discipline, or direct other employees - or effectively recommend such action.

Suspension Without Pay. Removal of an employee from his/her assigned position and from paid status, without pay, for a period of time during which the employee would otherwise be required to work, as a result of disciplinary action effected in accordance with the provisions of Section 19 of this Agreement.

Termination. An involuntary separation of the employment relationship for disciplinary reasons.

Title VII of the Civil Rights Act of 1964. A section of the 1964 Civil Rights Act that prohibits employment discrimination on the basis of race, color, sex, religion, or national origin.

Association Representative. An employee of the Association and not of the County who represents Unit employees in their relations with the County.

Worker's Compensation Insurance. Medical benefits and pay provided for employees who have had work-related accidents or for dependents of accident victims.

Y-Rate. The freezing of an employee's pay level when, as the result of a transfer or reclassification, an employee would otherwise be placed in a lower classification with a lower pay scale, which freeze shall continue until, through step increase, promotion, or cost-of-living increase, the pay scale for the classification in which the employee is working exceeds the level at which the pay was frozen.

APPENDIX B
ACDDAA EMPLOYEES
CLASSIFICATIONS AND WAGES
Effective 10-01-13

| Range | Classification | Step A | Step B | Step C | Step D | Step E | FLSA |
|-------|------------------------------|--------|--------|--------|--------|--------|------|
| 3084 | Deputy District Attorney I | 35.42 | 37.19 | 39.05 | 41.00 | 43.05 | E |
| 3432 | Deputy District Attorney II | 38.90 | 40.85 | 42.89 | 45.03 | 47.28 | E |
| 3827 | Deputy District Attorney III | 42.85 | 44.99 | 47.24 | 49.60 | 52.08 | E |
| 4248 | Deputy District Attorney IV | 47.06 | 49.41 | 51.88 | 54.48 | 57.20 | E |

AGENDA TRANSMITTAL FORM

| | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |
| Meeting Date Requested: _____ | |

To: Board of Supervisors

Date: September 13, 2013

Agmt.

From: James Foley
(Department Head - please type)

Phone Ext. 677

Department Head Signature 

Agenda Title: Renewal of the annual Children's Medical Services (CMS) Plan

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The Director of Health and Human Services, Public Health Division, is requesting the Board of Supervisors to approve the Children's Medical Services (CMS) Branch Budgets for fiscal year 2013-2014

Recommendation/Requested Action:
Approval of the Children's Medical Services (CMS) annual plan and budgets

Fiscal Impacts (attach budget transfer form if appropriate) _____
 Staffing Impacts _____

Is a 4/5ths vote required? Yes No

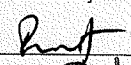

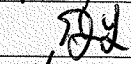


| | | | |
|----------------------|---|-----------------------------|------------------------------|
| Contract Attached: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Resolution Attached: | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Ordinance Attached: | Yes <input type="checkbox"/> | No <input type="checkbox"/> | N/A <input type="checkbox"/> |
| Comments: _____ | | | |

Committee Review? N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

| | |
|---|---|
| Chairman <u></u> | Counsel <u></u> |
| Auditor <u></u> | GSA Director <u></u> |
| CAO <u></u> | Risk Management _____ |

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Connie Vaccarezza, Public Health

FOR CLERK USE ONLY

| | | |
|---|--------------------------------|---------------------|
| Meeting Date <u>September 24, 2013</u> | Time <u>9 a.m.</u> | Item # <u>4F</u> |
| Board Action: Approved Yes ___ No ___ | Unanimous Vote: Yes ___ No ___ | |
| Ayes: _____ | Resolution _____ | Ordinance _____ |
| Noes _____ | Resolution _____ | Ordinance _____ |
| Absent: _____ | Comments: _____ | |

| | |
|----------------------|----------------------------------|
| Distributed on _____ | A new ATF is required from _____ |
| Completed by _____ | Department _____ |
| | For meeting _____ |
| | of _____ |

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____
 Clerk or Deputy Board Clerk

Plan and Budget Required Documents Checklist

MODIFIED FY 2011-2012

County/City: Amador County

Fiscal Year: 2013-2014

| | Document | Page Number |
|----|--|----------------|
| 1. | Checklist | 1-2 |
| 2. | Agency Information Sheet | 3 |
| 3. | Certification Statements | |
| | A. Certification Statement (CHDP) – Original and one photocopy | 4 |
| | B. Certification Statement (CCS) – Original and one photocopy | 5 |
| 4. | Agency Description | |
| | A. Brief Narrative | 6 |
| | B. Organizational Charts for CCS, CHDP, and HCPCFC | Retain locally |
| | C. CCS Staffing Standards Profile | Retain locally |
| | D. Incumbent Lists for CCS, CHDP, and HCPCFC | 7-9 |
| | E. Civil Service Classification Statements – Include if newly established, proposed, or revised | N/A |
| | F. Duty Statements – Include if newly established, proposed, or revised | N/A |
| 5. | Implementation of Performance Measures – Performance Measures for FY 2009-10 are due November 30, 2011. | N/A |
| 6. | Data Forms | |
| | A. CCS Caseload Summary | 10 |
| | B. CHDP Program Referral Data | 11-12 |
| 7. | Memoranda of Understanding and Interagency Agreements List | |
| | A. MOU/IAA List | 13 |
| | B. New, Renewed, or Revised MOU or IAA | N/A |
| | C. CHDP IAA with DSS biennially | Retain locally |
| | D. Interdepartmental MOU for HCPCFC biennially | Retain locally |
| 8. | Budgets | |
| | A. CHDP Administrative Budget (No County/City Match) | |
| | 1. Budget Summary | 14 |

Children's Medical Services Plan and Fiscal Guidelines

County/City: Amador County

Fiscal Year: 2013-2014

| | Document | Page Number |
|----|---|--------------------|
| 2. | Budget Worksheet | 15-16 |
| 3. | Budget Justification Narrative | 17-18 |
| B. | CHDP Administrative Budget (County/City Match) - Optional | |
| 1. | Budget Worksheet | N/A |
| 2. | Budget Justification Narrative | N/A |
| 3. | Budget Justification Narrative | N/A |
| C. | CHDP Foster Care Administrative Budget (County/City Match) - Optional | |
| 1. | Budget Summary | N/A |
| 2. | Budget Worksheet | N/A |
| 3. | Budget Justification Narrative | N/A |
| D. | HCPCFC Administrative Budget | |
| 1. | Budget Summary | 19 |
| 2. | Budget Worksheet | 20 |
| 3. | Budget Justification Narrative | 21 |
| E. | CCS Administrative Budget | |
| 1. | Budget Summary | 22 |
| 2. | Budget Worksheet | 23-26 |
| 3. | Budget Justification Narrative | 27 |
| G. | Other Forms | |
| 1. | County/City Capital Expenses Justification Form | N/A |
| 2. | County/City Other Expenses Justification Form | N/A |
| 9. | Management of Equipment Purchased with State Funds | |
| 1. | Contractor Equipment Purchased with DHCS Funds Form (DHCS1203) | N/A |
| 2. | Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204) | N/A |
| 3. | Property Survey Report Form (STD 152) | N/A |

Agency Information Sheet

County/City: **Amador**

Fiscal Year: 2013-14

Official Agency

| | | | |
|-------|--|----------|--|
| Name: | Amador County Public Health Department | Address: | 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685 |
|-------|--|----------|--|

CCS Administrator

| | | | |
|--------|-------------------|----------|--|
| Name: | Connie Vaccarezza | Address: | 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685 |
| Phone: | 209-223-6677 | | |
| Fax: | 209-223-3524 | E-Mail: | cvaccarezza@amadorgov.org |

CHDP Director

| | | | |
|--------|---------------------|----------|--|
| Name: | Robert Hartmann, MD | Address: | 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685 |
| Phone: | 209-223-6668 | | |
| Fax: | 209-223-1562 | E-Mail: | HOfficer@amadorgov.org |

CHDP Deputy Director

| | | | |
|--------|-------------------|----------|--|
| Name: | Connie Vaccarezza | Address: | 10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685 |
| Phone: | 209-223-6677 | | |
| Fax: | 209-223-3524 | E-Mail: | cvaccarezza@amadorgov.org |

Clerk of the County Board of Supervisors or City Council

| | | | |
|--------|----------------|----------|--|
| Name: | Jennifer Burns | Address: | 810 Court Street Jackson, CA 95642 |
| Phone: | 209-223-6470 | | |
| Fax: | 209-257-0619 | E-Mail: | jburns@amadorgov.org |

Director of Social Services Services

| | | | |
|--------|--------------|----------|--|
| Name: | James Foley | Address: | 10877 Conductor Blvd, Ste. 200 Sutter Creek, CA 95685 |
| Phone: | 209-223-6581 | | |
| Fax: | 209-223-6579 | E-Mail: | jfoley@amadorgov.org |

Chief Probation Officer

| | | | |
|--------|--------------|----------|--|
| Name: | Mark Bonini | Address: | 675 New York Ranch Road Jackson, CA 95642 |
| Phone: | 209-223-6387 | | |
| Fax: | 209-223-6403 | E-Mail: | MBonini@amadorgov.org |

Amador County CMS Budget

Certification Statement - Child Health and Disability Prevention (CHDP) Program

County/City: **AMADOR**

Fiscal Year: **2013-2014**

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CHDP Director

Robert Hartmann MD

Signature of Health Officer

Date Signed

9-16-13

Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson

Richard M. Forster, Chairman, Board of Supervisors

Date

Amador County CMS Budget

Certification Statement - California Children's Services (CCS)

County/City: AMADOR

Fiscal Year: **2013-2014**

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Conrad Vaccarenza
Signature of CCS Administrator

9-15-13
Date Signed

Robert Hartmann MD
Signature of Health Officer

9-16-13
Date Signed

Signature and Title of Other – Optional

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of Local Governing Body Chairperson
Richard M. Forster, Chairman, Board of Supervisors

Date



Amador County Health Department

10877 Conductor Blvd
Sutter Creek, CA 95685
Phone (209) 223-6630
Fax (209) 223-3524

The CCS and CHDP, and Health Care Program for Children in Foster Care programs which comprise the local CMS office are administered by personnel under the direct supervision of the Supervising PHN, Connie Vaccarezza. The past reorganization led to the elimination of the Director of Public Health position, which had been occupied by a Public Health Nurse. Amador County does not have a Director of Nurses.

The county budget is very restricted with a reluctance to replace any personnel lost via retirement. The Outreach technician, under the direct supervision of the CHDP Deputy Director, Connie Vaccarezza, PHN, will be providing the program assurance in assisting families to access needed medical/dental services. Site Reviews will be completed as time permits by the Deputy Director. Responsibilities have been realigned to assure that basic program requirements will be met in light of the continuation of the grim fiscal forecast.

As a small, rural county the CCS, CHDP and HCPCFC staff share not only office space but staff as well. There are many situations that occur daily where communication and coordination are a natural part of the work flow between the three programs. This provides a seamless delivery of providing services for many eligible clients. This arrangement has proven to enhance service and coordination for those children who situations are complex and often fragmented.

Amador County CMS Budget

Incumbent List - California Children's Services

For FY 2013-14, complete the table below for all personnel listed in the CCS budgets. Use the same job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, RC

County/City: **AMADOR**

Fiscal Year: **2013-14**

| Job Title | Incumbent Name | FTE % on CCS Admin Budget | FTE % on CCS MTP Claims Budget | FTE % in Other Programs (Specify) | Have Job Duties Changed? (Yes or No) | Has Civil Service Classification Changed? (Yes or No) |
|---------------------------|-------------------|---------------------------|--------------------------------|---|--------------------------------------|---|
| CCS Administrator | Connie Vaccarezza | 40 | NA | 60 CHDP/MCAH/LGA Coordinator/PSC Snap-Ed | NO | NO |
| Administrative Technician | Janice Barela | 90 | 0 | 10 Public Health | NO | NO |
| Public Health Nurse II | Carole Myers | 30 | 0 | 50 TCM/MAA IZ/CHDP/HCP/FC | NO | NO |
| Finance Assistant, Senior | Patti Edmunds | 7.2 | | Part time position | NO | NO |

Amador County CMS Budget

Incumbent List - Child Health and Disability Prevention Program

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City: **Amador**

Fiscal Year: **2013-14**

| Job Title | Incumbent Name | FTE % on CHDP No County/ City Match Budget | FTE % on CHDP County/City Match Budget | FTE % in Other Programs (Specify) | Have Job Duties Changed? (Yes or No) | Has Civil Service Classification Changed? (Yes or No) |
|-----------------------------------|-------------------|--|--|--|---|---|
| Supervising PHIN/ Deputy Director | Connie Vaccarezza | 10 | NA | MCaH: 30% CCS: 40% LGA : 10% SNAP-Ed 10% | NO | NO |
| Outreach Specialist | Donna Jackson | 45% | NA | MCaH: 45% SNAP-Ed: 10% | NO | NO |
| Finance Assistant, Senior | Patti Edmunds | 3.6% | | Part time position | NO | NO |
| Nurse Case Manager | Carole Myers | 10% | | 70% HCPCFC 20% CCS 30% TCM 5% MAA 5% PH 10% | Yes, added CHDP to job responsibilities | NO |

Amador County CMS Budget

Health Care Program for Children in Foster Care

Incumbent List

Amador County

County/City: Amador

Fiscal Year: 2013-2014

| Job Title | Incumbent Name | FTE % on HPCFC Budget | FTE % on FC Admin County/City Match Budget | FTE % in Other Programs (Specify) | Have Job Duties Changed? (Yes or No) | Has Civil Service Classification Changed? (Yes or No) |
|------------------------------|----------------|-----------------------|--|--|--------------------------------------|---|
| PHN II Nurse Case Manager | Carole Myers | 20% | 0 | 60% CHDP 10% CCS 30% TCM 5% MAA 5% PH 10% | Yes, added HPCFC case management | No |

Amador County CMS Budget

California Children's Services Caseload Summary Form

County: Amador

Fiscal Year: 2013-2014

| | CCS Caseload 0 to 21 Years | A | | B | | 12-13 Estimated Caseload based on first three quarters | % of Grand Total |
|-------------------------|---|-----------------------------|------------------------|-----------------------------|------------------------|---|------------------------|
| | | 10-11 Actual Caseload | % of Grand Total | 11-12 Actual Caseload | % of Grand Total | | |
| MEDI-CAL | | | | | | | |
| 1 | Average of Total Open (Active) Medi- Cal Children | 74 | 69% | 68 | 66% | 85 | 84% |
| 2 | Potential Case Medi-Cal | 9 | 8% | 7 | 7% | | |
| 3 | TOTAL MEDI-CAL (Row 1 + Row 2) | 83 | 77% | 75 | 73% | 85 | 84% |
| NON MEDI-CAL | | | | | | | |
| Healthy Families | | | | | | | |
| 4 | Average of Total Open (Active) Healthy Families | 11 | 10% | 12 | 12% | 8 | 8% |
| 5 | Potential Cases Healthy Families | 4 | 4% | 2 | 2% | | |
| 6 | Total Healthy Families (Row 4 + Row 5) | 15 | 14% | 14 | 14% | 8 | 8% |
| Straight CCS | | | | | | | |
| 7 | Average of Total Open (Active) Straight CCS Children | 5 | 5% | 9 | 9% | 8 | 8% |
| 8 | Potential Cases Straight CCS Children | 4 | 4% | 4 | 4% | | |
| 9 | Total Straight CCS (Row 7 + Row 8) | 9 | 9% | 13 | 13% | 8 | 8% |
| 10 | TOTAL NON MEDI- CAL (Row 6 + Row 9) | 24 | 23% | 27 | 27% | 16 | 16% |
| GRAND TOTAL | | | | | | | |
| 11 | (Row 3 + Row 10) | 107 | 100% | 102 | 100% | 101 | 100% |

Amador County CMS Budget

CHDP Program Data

| County/City: AMADOR CHDP Program Data | FY 10-11 | | FY 11-12 | | FY 12-13 | |
|--|----------|------------|----------|------------|----------|------------|
| Basic Informing and CHDP Referrals | | | | | | |
| 1. Total number of CalWORKs/Medi-Cal cases informed and determined eligible by Department of Social Services | 1939 | | 405 | 2521 | 347 | 2611 |
| 2. Total number of cases and recipients in "1" requesting CHDP services | Cases | Recipients | Cases | Recipients | Cases | Recipients |
| a. Number of CalWORKs cases/recipients | 32 | 83 | 20 | 44 | 22 | 38 |
| b. Number of Foster Care cases/recipients | 12 | 12 | 7 | 7 | 12 | 12 |
| c. Number of Medi-Cal only cases/recipients | 13 | 42 | 42 | 126 | 33 | 77 |
| 3. Total number of EPSDT eligible recipients and unborn, referred by Department of Social Services' workers who requested the following: | | | | | | |
| a. Medical and/or dental services | 121 | | 184 | | 228 | |
| b. Medical and/or dental services with scheduling and/or transportation | 16 | | 45 | | 105 | |
| c. Information only (optional) | 85 | | 19 | | 6 | |

Amador County CMS Budget

CHDP Program Data

| | | | |
|--|----|-----|----|
| 4. Number of persons who were contacted by telephone, home visit, face-to-face, office visit, or written response to outreach letter | 11 | 106 | 81 |
| Results of Assistance | | | |
| 5. Number of recipients actually provided scheduling and/or transportation assistance by program staff | 0 | 3 | 17 |
| 6. Number of recipients in "5" who actually received medical and/or dental services | 0 | 2 | 4 |

Amador County CMS Budget

Memoranda of Understanding/Interagency Agreement List Amador County 2013-2014

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

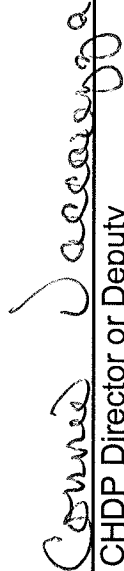
| | | County/City: Amador | | | |
|--------------------------------------|-----------------------|----------------------------|-----------------------------------|---|--------------------------------------|
| Title or Name of MOU/IAA | Is this a MOU or IAA? | Effective Dates | Date Last Reviewed by County/City | Name of Person Responsible for this MOU/IAA | Did This MOU/IAA Change? (Yes or No) |
| CHDP & ATCAA Head Start | IAA | 6-1-2009-ongoing | 9/27/12 | Connie Vaccarezza | No |
| CHDP & WIC | IAA | 10/26/2010 – ongoing | 9/27/2012 | Connie Vaccarezza | No |
| CCS/MTP/SEIPA | IAA | 08/24/04-ongoing | County does not have an MTC | Connie Vaccarezza | No |
| Healthy Families Blue Cross | MOU | 01/01/06-ongoing | NA | State CMS | No |
| Healthy Families Kaiser | MOU | 12/05/00 - ongoing | NA | State CMS | No |
| Healthy Families Delta Dental | MOU | 02/23/99- ongoing | NA | State CMS | No |
| Healthy Families Blue Shield | MOU | 09/19/00 - ongoing | NA | State CMS | No |
| Healthy Families Vision Service Plan | MOU | 02/23/99 - ongoing | NA | State CMS | No |
| Healthy Families Premier Access | MOU | 02/23/99 - ongoing | NA | State CMS | No |
| CHDP/DSS IAA for EPSDT | IAA | 7/1/2012-6/30/2014 | 09/01/2012 | Connie Vaccarezza | No |
| FC MOU | MOU | 7/1/2012-6/30/2014 | 09/01/2012 | Connie Vaccarezza | No |
| Healthy Families Health Net Life | MOU | 5/11/04-ongoing | NA | State CMS | No |
| Healthy Families SafeGuard-Vision | MOU | 6/10/05-ongoing | NA | State CMS | No |
| Healthy Families EYEMED VISION CARE | MOU | 11/2005-ongoing | NA | State CMS | No |

CHDP Administrative Budget Summary for FY 2013 / 2014
No County/City Match
County/City Name: AMADOR

| Column | 1 | 2 | 3 | 4 | 5 |
|------------------------------|-------------------------|----------------------|-------------------------------------|--------------------------------------|---|
| Category/Line Item | Total Budget (2 + 3) | Total CHDP Budget | Total Medi-Cal Budget (4 + 5) | Enhanced State/Federal (25/75) | Nonenhanced State/Federal (50/50) |
| I. Total Personnel Expenses | \$66,977 | \$401 | \$66,576 | \$12,775 | \$53,801 |
| II. Total Operating Expenses | \$25,800 | \$0 | \$25,800 | \$0 | \$25,800 |
| III. Total Capital Expenses | \$0 | | \$0 | | |
| IV. Total Indirect Expenses | \$10,000 | \$0 | \$10,000 | | \$10,000 |
| V. Total Other Expenses | \$1,200 | \$0 | \$1,200 | | \$1,200 |
| Budget Grand Total | \$103,977 | \$401 | \$103,576 | \$12,775 | \$90,801 |

| Column | 1 | 2 | 3 | 4 | 5 |
|---------------------|-------------|----------------------|--------------------------|---------------------------|------------------------------|
| Source of Funds | Total Funds | Total CHDP Budget | Total Medi-Cal Budget | Enhanced State/Federal | Nonenhanced State/Federal |
| State General Funds | \$401 | \$401 | | | |
| Medi-Cal Funds: | \$100,157 | | \$100,157 | | |
| State | \$47,276 | | \$47,276 | \$2,802 | \$44,474 |
| Federal (Title XIX) | \$52,881 | | \$52,881 | \$8,407 | \$44,474 |


 Prepared By (Signature) Cathie Edmunds 8/15/2013 209-223-6642 pedmunds@amadorgov.org
 Date Prepared Phone Number Email Address


 CHDP Director or Deputy 8-15-13 209-223-6677 cvaccarella@amadorgov.org
 Director (Signature) Date Phone Number Email Address

**CHDP Administrative Budget Worksheet for FY 2013 / 2014
No County/City Match
State and State/Federal**

County/City Name: **AMADOR**

| Column | 1A | 1B | 1 | 2A | 2 | 3A | 3 | 4A | 4 | 5A | 5 |
|-------------------------------------|----------|---------------|---------------------------------|---------------|-------------------|------------------|-------------------------------|----------|--------------------------------|----------|-----------------------------------|
| Category/Line Item | % or FTE | Annual Salary | Total Budget (1A x 1B or 2 + 3) | CHDP % or FTE | Total CHDP Budget | Total Medi-Cal % | Total Medi-Cal Budget (4 + 5) | % or FTE | Enhanced State/Federal (25/75) | % or FTE | Nonenhanced State/Federal (50/50) |
| Personnel Expenses | | | | | | | | | | | |
| 1. Connie Vaccarezza, PHN Super | 10% | \$91,329 | \$9,132.90 | 0.8834% | \$81 | 99.1166% | \$9,052 | 25% | \$2,263 | 75% | \$6,789 |
| 2. Carole Myers, PHN | 10% | \$75,606 | \$7,560.60 | 0.8834% | \$67 | 99.1166% | \$7,494 | 85% | \$6,370 | 15% | \$1,124 |
| 3. Donna Jackson, Outreach Tech | 45% | \$53,912 | \$24,260.40 | 0.8834% | \$214 | 99.1166% | \$24,046 | | \$0 | 100% | \$24,046 |
| 4. Patti Edmunds, Sr. Finance Asst. | 10% | \$44,370 | \$4,437.00 | 0.8834% | \$39 | 99.1166% | \$4,398 | | \$0 | 100% | \$4,398 |
| 5. | | | | | | | | | | | |
| 6. | | | | | | | | | | | |
| 7. | | | | | | | | | | | |
| 8. | | | | | | | | | | | |
| 9. | | | | | | | | | | | |
| 10. | | | | | | | | | | | |
| Total Salaries and Wages | | | \$45,391 | | \$401 | | \$44,990 | | \$8,633 | | \$36,357 |
| Less Salary Savings | | | | | | | | | | | |
| Net Salaries and Wages | | | \$45,391 | 0.8834% | \$401 | 99.1166% | \$44,990 | 19.1887% | \$8,633 | 80.8113% | \$36,357 |
| Staff Benefits (Specify %) | 32.23% | | \$21,586 | | | | \$21,586 | | \$4,142 | | \$17,444 |
| I. Total Personnel Expenses | | | \$66,977 | | \$401 | | \$66,576 | | \$12,775 | | \$53,801 |
| II. Operating Expenses | | | | | | | | | | | |
| 1. Travel | | | \$600 | | | | \$600 | | | | \$600 |
| 2. Training | | | \$100 | | | | \$100 | | | | \$100 |
| 3. Communications | | | \$700 | | | | \$700 | | | | \$700 |
| 4. Maintenance-Equip/Building | | | \$200 | | | | \$200 | | | | \$200 |
| 5. Maintenance-Programs | | | \$800 | | | | \$800 | | | | \$800 |
| 6. Office Expense | | | \$1,800 | | | | \$1,800 | | | | \$1,800 |
| 7. Professional Services | | | \$1,400 | | | | \$1,400 | | | | \$1,400 |
| 8. Educational Material | | | \$200 | | | | \$200 | | | | \$200 |
| 9. Utilities | | | \$2,000 | | | | \$2,000 | | | | \$2,000 |
| 10. Rent | | | \$18,000 | | | | \$18,000 | | | | \$18,000 |
| II. Total Operating Expenses | | | \$25,800 | | | | \$25,800 | | | | \$25,800 |

CHDP Administrative Budget Worksheet for FY 2013 / 2014
No County/City Match
State and State/Federal

County/City Name: **AMADOR**

| Column | 1A | 1B | 1 | 2A | 2 | 3A | 3 | 4A | 4 | 5A | 5 |
|------------------------------------|----------|---------------|---------------------------------|---------------|-------------------|------------------|-------------------------------|----------|--------------------------------|----------|-----------------------------------|
| Category/Line Item | % or FTE | Annual Salary | Total Budget (1A x 1B or 2 + 3) | CHDP % or FTE | Total CHDP Budget | Total Medi-Cal % | Total Medi-Cal Budget (4 + 5) | % or FTE | Enhanced State/Federal (25/75) | % or FTE | Nonenhanced State/Federal (50/50) |
| III. Capital Expenses | | | | | | | | | | | |
| 1. | | | | | | | | | | | |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| IV. Total Capital Expenses | | | | | | | | | | | |
| IV. Indirect Expenses | | | | | | | | | | | |
| 1. Internal (Specify %) | | | \$4,000 | | | | \$4,000 | | | | \$4,000 |
| 2. External (Specify %) | | | \$6,000 | | | | \$6,000 | | | | \$6,000 |
| IV. Total Indirect Expenses | | | \$10,000 | | | | \$10,000 | | | | \$10,000 |
| V. Other Expenses | | | | | | | | | | | |
| 1. Prevent Blindness Training | | | \$1,200 | | | | \$1,200 | | | | \$1,200 |
| 2. | | | | | | | | | | | |
| 3. | | | | | | | | | | | |
| 4. | | | | | | | | | | | |
| 5. | | | | | | | | | | | |
| V. Total Other Expenses | | | \$1,200 | | | | \$1,200 | | | | \$1,200 |
| Budget Grand Total | | | \$103,977 | | \$401 | | \$103,576 | | \$12,775 | | \$90,801 |

Prepared By (Signature) *Pedmunds* Date Prepared 8/15/2013 Phone Number (209) 223-6642 Email Address pedmunds@amadorgov.org
 CHDP Director or Deputy *Conrad Jaco* Date 8-15-13 Phone Number (209) 223-6677 Email Address cvaccarezza@amadorgov.org
 Director (Signature)

**CHILDREN'S MEDICAL SERVICES
 AMADOR COUNTY
 CHDP BUDGET JUSTIFICATION (State Funds and Medi-Cal State/Fed Funds)
 FISCAL YEAR (FY) 2013-2014**

LINE ITEM JUSTIFICATIONS:

I. PERSONNEL

| <u>Staff</u> | <u>FTE</u> | <u>Annual Salary</u> | <u>Budgeted Salary</u> | <u>Budgeted Benefits</u> | <u>Total Personnel</u> |
|-----------------------|------------|----------------------|------------------------|--------------------------|------------------------|
| CHDP Deputy Director | 10% | 91,329 | 9,133 | 3,015 | 12,148 |
| PHN II | 10% | 75,606 | 7,561 | 3,342 | 10,903 |
| Outreach Technician | 45% | 53,912 | 24,260 | 13,504 | 37,764 |
| Sr. Finance Assistant | 10% | 44,370 | 4,437 | 2,306 | 6,743 |
| TOTAL WAGES | | | 45,391 | 22,167 | 67,558 |

Child Health & Disability Prevention program comprises 5.53% of the total Health Department FTE. The 5.53 % will be used to compute the percentage of CHDP fiscal responsibility for the 2013-2014 budget.

II. OPERATING EXPENSES

1. TRAVEL

Mileage reimbursed at 56.5 per mile for CHDP staff to travel to regional and state meetings, conferences and trainings. Local travel for outreach and nurse included. 600.00

MEETING AND CONVENTIONS

Deputy Director

4 Regional meetings per year
 lodgings
 meals

CHDP meetings throughout year
 Travel prohibited by county this FY.

2. TRAINING

Registration for CCS training, seminars, conferences. Decrease in anticipated training directly associated with county cutback in travel. 100.00

3. Communications

CHDP % of cost for telephone system. 700.00

4. Maintenance - Equipment/Building

CHDP FTE based share of maintenance of equipment. 200.00

5. MAINTENANCE/PROGRAM

CHDP FTE based support of Maxime Management Systems, which provides fiscal maintenance for DHHS, Amador. 800.00

| | | | |
|--|--------------------|-----------|-----------------------|
| 6. OFFICE EXPENSE | | 1,800.00 | |
| CHDP cost for post, supplies, printing copy pool plan, and leased equip. | 1,800.00 | | |
| 7. PROFESSIONAL SERVICES | | 1,400.00 | |
| IT Dept support | 1,400.00 | | |
| 8. EDUCATIONAL MATERIAL | | 200.00 | |
| Brochures | 200.00 | | |
| 9. RENTS | | 18,000.00 | |
| Office space in HHS Building | 18,000.00 | | |
| 10. UTILITIES | | 2,000.00 | |
| Power | 2,000.00 | | |
| TOTAL OPERATING EXPENSES | | | 25,800 |
| III. CAPITAL EXPENSES | | | 0.00 |
| IV. INDIRECT EXPENSES | | | |
| A. Internal | | 2,000.00 | |
| CHDP Program share of internal overhead costs per the Health Dept. internal cost plan. | | | |
| B. External (County A-87 Costs) | | 4,000.00 | |
| The external overhead figure is derived from the fiscal year 2012-13 A-87 County Cost Plan amount allocated to the Public Health Dept. Figure prorated by FTE's. | | | |
| TOTAL INDIRECT EXPENSE | | | 6,000 |
| V. OTHER EXPENSES | | \$1,200 | |
| Prevent Blindness Training to be hosted by county. | 1,200.00 | | |
| TOTAL OTHER EXPENSES | | | 1,200.00 |
| | GRAND TOTAL | | <u>100,558</u> |

8/22/2013

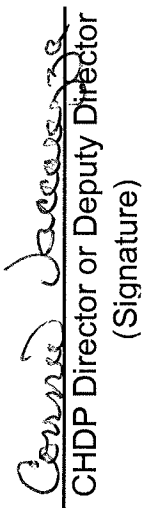
HCPCFC Administrative Budget Summary Fiscal Year 2013/14

County/City Name: AMADOR

| Category/Line Item | Column 1 Total Budget (2 + 3) | Column 2 Enhanced State/Federal (25/75) | Column 3 Nonenhanced State/Federal (50/50) |
|------------------------------|-------------------------------------|---|--|
| I. Total Personnel Expenses | \$17,446 | \$16,574 | \$872 |
| II. Total Operating Expenses | \$0 | \$0 | \$0 |
| III. Total Capital Expenses | | | |
| IV. Total Indirect Expenses | \$0 | | \$0 |
| V. Total Other Expenses | | | |
| Budget Grand Total | \$17,446 | \$16,574 | \$872 |

| Source of Funds | Column 1 Total Funds | Column 2 Enhanced State/Federal (25/75) | Column 3 Nonenhanced State/Federal (50/50) |
|---------------------------|-------------------------|---|--|
| State Funds | \$4,580 | \$4,143 | \$436 |
| Federal Funds (Title XIX) | \$12,866 | \$12,430 | \$436 |
| Budget Grand Total | \$17,446 | | |

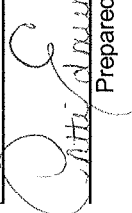
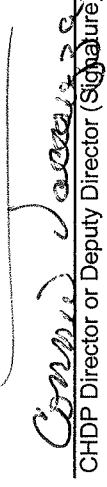

 Prepared By (Signature) Patricia D. Munds Date Prepared 8/15/2013
 (209) 223-6642 Phone Number pedmunds@amadorgov.org Email Address


 Director or Deputy Director Date 8-15-13
 (209) 223-6677 Phone Number cvaccarezza@amadorgov.org Email Address

HCPFC Administrative Budget Worksheet Fiscal Year 2013 / 2014

County/City Name: AMADOR

| Column | 1A | 1B | 1 | 2A | 2 | 3A | 3 |
|-------------------------------------|----------|---------------|---------------------------------|----------|--------------------------------|----------|-----------------------------------|
| Category/Line Item | % or FTE | Annual Salary | Total Budget (1A x 1B or 2 + 3) | % or FTE | Enhanced State/Federal (25/75) | % or FTE | Nonenhanced State/Federal (50/50) |
| I. Personnel Expenses | | | | | | | |
| 1. Carole Myers, PHN II | 20% | \$75,606 | \$15,121 | 95% | \$14,365 | 5% | \$756 |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |
| 10. | | | | | | | |
| Total Salaries and Wages | 20% | | \$15,121 | | \$14,365 | | \$756 |
| Less Salary Savings | | | | | | | |
| Net Salaries and Wages | | | \$15,121 | | \$14,365 | | \$756 |
| Staff Benefits (Specify %) 13.327% | | | \$2,325 | | \$2,209 | | \$116 |
| I. Total Personnel Expenses | | | \$17,446 | | \$16,574 | | \$872 |
| II. Operating Expenses | | | | | | | |
| 1. Travel | | | \$0 | | \$0 | | \$0 |
| 2. Training | | | \$0 | | \$0 | | \$0 |
| II. Total Operating Expenses | | | \$0 | | \$0 | | \$0 |
| III. Capital Expenses | | | | | | | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| II. Total Capital Expenses | | | | | | | |
| IV. Indirect Expenses | | | | | | | |
| 1. Internal (Specify %) 0.00% | | | \$0 | | | | \$0 |
| 2. External | | | | | | | |
| IV. Total Indirect Expenses | | | \$0 | | | | \$0 |
| V. Other Expenses | | | | | | | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| V. Total Other Expenses | | | | | | | |
| Budget Grand Total | | | \$17,446 | | \$16,574 | | \$872 |

 Prepared By (Signature) 8/15/2013 Date prepared (209) 223-6642 Phone Number pedmunds@amadorgov.org Email Address
 CHDP Director or Deputy Director (Signature) 8-15-13 Date (209) 223-6677 Phone Number cvaccarezza@amadorgov.org Email Address

**CHILDREN'S MEDICAL SERVICES
AMADOR COUNTY
FOSTER CARE PUBLIC HEALTH NURSE JUSTIFICATION
FISCAL YEAR 2013-14**

LINE ITEM JUSTIFICATIONS:

I. PERSONNEL

| <u>STAFF</u> | <u>FTE</u> | <u>Annual Salary</u> | <u>Budget Salary</u> | <u>Budget Benefits</u> | <u>Total</u> |
|--------------|------------|----------------------|----------------------|------------------------|--------------|
| Carole Myers | 20% | \$75,606 | \$15,121 | \$2,325 | \$17,446 |

Responsible to implement the Health Care for children in Foster Care program.
The justification is based on the staffing factor of PHN hours to child case management of 5 hours per child.

Total Personnel Expense: \$17,446

II. OPERATING EXPENSES

| | |
|--|-----|
| <u>TRAVEL</u> | \$0 |
| Travel costs for mileage, motel and meals. | |

| | |
|---|-----|
| <u>TRAINING</u> | \$0 |
| Conferences, registration, books, material for necessary courses. | |

Total Operating Expense: \$0

III. INDIRECT EXPENSES

| | |
|-------------------|--|
| Internal/External | Total Indirect Expense: \$0 |
|-------------------|--|

GRAND TOTAL **\$17,446**

CCS Administrative Budget Summary

Fiscal Year: 2013-14
 County: AMADOR

| CCS CASELOAD | Actual Caseload | Percent of Total Caseload |
|--|-----------------|---------------------------|
| STRAIGHT CCS - | | |
| Total Open (Active) Straight CCS Cases | 6 | 6.38% |
| HEALTHY FAMILIES - | | |
| Total Open (Active) Healthy Families Cases | 6 | 6.38% |
| TITLE XXI MEDI-CAL/TLICP - | | |
| Total Open (Active) MC/TLICP Cases | 0 | 0.00% |
| TITLE XIX MEDI-CAL - | | |
| Total Open (Active) Medi-Cal Cases | 82 | 87.23% |
| TOTAL CASELOAD | 94 | 100% |

| Category/Line Item | Col 1 = Col 2+3+4+7 | | Title XXI - HF | | Title XXI Medi-Cal/TLICP (Column 4 = Column 5 + 6) | | Title XIX Medi-Cal (Column 7 = Column 8 + 9) | | |
|------------------------------------|---------------------|---------------|----------------|----------|--|----------------|--|---------------|----------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| I. Total Personnel Expense | 177,790 | 11,348 | 11,347 | 0 | #DIV/0! | #DIV/0! | 155,093 | 46,613 | 108,480 |
| II. Total Operating Expense | 16,100 | 1,028 | 1,028 | 0 | #DIV/0! | #DIV/0! | 14,045 | 52 | 13,993 |
| III. Total Capital Expense | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| IV. Total Indirect Expense | 14,224 | 908 | 908 | 0 | 0 | 0 | 12,408 | 0 | 12,408 |
| V. Total Other Expense | 1,200 | 77 | 77 | 0 | 0 | 0 | 1,047 | 0 | 1,047 |
| Budget Grand Total | 209,314 | 13,361 | 13,360 | 0 | #DIV/0! | #DIV/0! | 182,593 | 46,665 | 135,928 |

| Source of Funds | Col 1 = Col 2+3+4+7 | | Title XXI - HF | | Title XXI Medi-Cal/TLICP (Column 4 = Column 5 + 6) | | Title XIX Medi-Cal (Column 7 = Column 8 + 9) | | |
|---|---------------------|-------|----------------|---|--|---|--|--------|--------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Straight CCS | | | | | | | | | |
| County | 6,681 | 6,681 | | | | | | | |
| State | 6,680 | 6,680 | | | | | | | |
| Healthy Families | | | | | | | | | |
| County | 2,338 | | 2,338 | | | | | | |
| State | 2,338 | | 2,338 | | | | | | |
| Federal (Title XXI) | | | 8,684 | | | | | | |
| Medi-Cal/Targeted Low-Income Children Program (TLICP) | | | | | | | | | |
| County | #DIV/0! | | | | | | | | |
| State | #DIV/0! | | | | | | | | |
| Federal (Title XXI) | | | | | | | | | |
| Title XIX Medi-Cal | | | | | | | | | |
| State | 79,630 | | | | | | 79,630 | 11,666 | 67,964 |
| Federal (Title XIX) | | | | | | | | | |
| | | | | | | | 102,963 | 34,999 | 67,964 |

Prepared By (Signature): *Patti Edmunds*
 Prepared By (Printed Name): **Patti Edmunds**
 Date Prepared: **8/15/2013**
 Phone Number: **(209) 223-6642**
 Email Address: **pedmunds@amadorgov.org**

Prepared By (Signature): *Connie Vaccarezza*
 Prepared By (Printed Name): **Connie Vaccarezza**
 Date: **9/9/2013**
 Phone Number: **(209) 223-6677**
 Email Address: **cvaccarezza@amadorgov.org**

CCS Administrative Budget Worksheet

Fiscal Year: 2013-14
 County: AMADOR

| CCS CASELOAD | Actual Caseload | Percent of Total Caseload |
|--|-----------------|---------------------------|
| STRAIGHT CCS - | 6 | 6.38% |
| Total Open (Active) Straight CCS Cases | | |
| HEALTHY FAMILIES - | 6 | 6.38% |
| Total Open (Active) Healthy Families Cases | | |
| TITLE XXI MEDI-CAL/TLICP - | 0 | 0.00% |
| Total Open (Active) M/TLICP Cases | | |
| TITLE XIX MEDI-CAL - | 82 | 87.23% |
| Total Open (Active) Medi-Cal Cases | | |
| TOTAL CASELOAD | 94 | 100% |

| Column | Straight CCS | | | Title XXI - Healthy Families | | | | | Title XXI - Medi-Cal/Targeted Low Income Children Program (TLICP) | | | | |
|--|---------------------------------------|-----------------------------------|------------|--|------------|--|----------------|--|---|--|--|--|--|
| | 4A | 4 | 5A | 5 | 6A | 6 | 7A | 7 | 8A | 8 | | | |
| Category/Line Item | Caseload % | Straight CCS County/State (50/50) | Caseload % | Healthy Families County/State/Fed (17.5/17.5/65) | Caseload % | Medi-Cal/Targeted Low Income Children Program (TLICP) Co/State/Fed | Enhanced % FTE | Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) Co/State/Fed (12.5/12.5/75) | Non-Enhanced % FTE | Non-Enhanced Low Income Children Program (TLICP) Co/State/Fed (17.5/17.5/65) | | | |
| | Total Budget (1 x 2 or 4 + 5 + 6 + 9) | Annual Salary | | | | | | | | | | | |
| I. Personnel Expense | | | | | | | | | | | | | |
| Program Administration | | | | | | | | | | | | | |
| 1. Vaccarezza, Connie, CCS Administrator | 13,669 | 91,329 | 6.38% | 874 | 6.38% | 874 | 0 | 0 | 100.00% | 0 | | | |
| 2. Edmunds, Patti, Sr Finance Asst. | 8,874 | 44,370 | 6.38% | 566 | 6.38% | 566 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| Subtotal | 22,573 | 135,699 | | 1,440 | | 1,440 | 0 | 0 | 100.00% | 0 | | | |
| Medical Case Management | | | | | | | | | | | | | |
| 1. Vaccarezza, Connie, PHN Supervisor | 22,832 | 91,329 | 6.38% | 1,457 | 6.38% | 1,457 | 0 | 0 | 20.00% | 0 | | | |
| 2. Myers, Carol, PHN II | 26,452 | 75,606 | 6.38% | 1,689 | 6.38% | 1,689 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| Subtotal | 49,284 | 166,935 | | 3,146 | | 3,146 | 0 | 0 | 20.00% | 0 | | | |
| Other Health Care Professionals | | | | | | | | | | | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 20.00% | 0 | | | |
| Subtotal | 0 | 0 | | 0 | | 0 | 0 | 0 | 20.00% | 0 | | | |
| Ancillary Support | | | | | | | | | | | | | |
| 1. Barela, Janice, Admin Technician | 51,265 | 56,951 | 6.38% | 3,272 | 6.38% | 3,272 | 0 | 0 | 100.00% | 0 | | | |
| 2. Jackson, Donna, Outreach Specialist | 8,097 | 53,912 | 6.38% | 516 | 6.38% | 516 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| Subtotal | 59,343 | 110,863 | | 3,788 | | 3,788 | 0 | 0 | 100.00% | 0 | | | |
| Clerical and Claims Support | | | | | | | | | | | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| | 0 | | 6.38% | 0 | 6.38% | 0 | 0 | 0 | 100.00% | 0 | | | |
| Subtotal | 0 | 0 | | 0 | | 0 | 0 | 0 | 100.00% | 0 | | | |

| CCS CASELOAD | Actual Caseload | Percent of Total Caseload |
|--|-----------------|---------------------------|
| STRAIGHT CCS - | 6 | 6.35% |
| Total Open (Active) Straight CCS Cases | | |
| HEALTHY FAMILIES - | 6 | 6.35% |
| Total Open (Active) Healthy Families Cases | | |
| TITLE XXI MEDI-CAL/ILCP - | 0 | 0.00% |
| Total Open (Active) MCTLICP Cases | | |
| TITLE XIX MEDI-CAL - | 82 | 87.23% |
| Total Open (Active) Medi-Cal Cases | | |
| TOTAL CASELOAD | 94 | 100% |

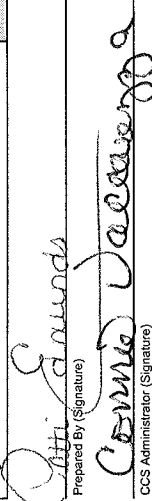

| Column | Title XIX - Medi-Cal | | | | | | | | |
|--|----------------------|---------------|---------------------------------------|------------|----------------------------------|----------------|---|--------------------|---|
| | 1 | 2 | 3 | 9A | 9 | 10A | 10 | 11A | 11 |
| Category/Line Item | % FTE | Annual Salary | Total Budget (1 x 2 or 4 + 5 + 6 + 9) | Caseload % | Title XIX Medi-Cal State/Federal | Enhanced % FTE | Enhanced Title XIX Medi-Cal State/Federal (25/75) | Non-Enhanced % FTE | Non-Enhanced Title XIX Medi-Cal State/Federal (50/50) |
| I. Personnel Expense | | | | | | | | | |
| Program Administration | | | | | | | | | |
| 1. Vaccarezza, Connie, CCS Administrator | 15.00% | 91,329 | 13,699 | 87.23% | 11,950 | | | 100.00% | 11,950 |
| 2. Edmunds, Patti, Sr Finance Asst. | 20.00% | 44,370 | 8,874 | 87.23% | 7,741 | | | 100.00% | 7,741 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Subtotal | | 135,699 | 22,573 | | 19,691 | | | | 19,691 |
| Medical Case Management | | | | | | | | | |
| 1. Vaccarezza, Connie, PHN Supervisor | 25.00% | 91,329 | 22,832 | 87.23% | 19,917 | 80.00% | 15,934 | 20.00% | 3,983 |
| 2. Myers, Carole, PHN II | 35.00% | 75,506 | 26,462 | 87.23% | 23,084 | 80.00% | 18,467 | 20.00% | 4,617 |
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| | | | | | | | | | |
| Subtotal | | 166,835 | 49,294 | | 43,001 | | 34,401 | | 8,600 |
| Other Health Care Professionals | | | | | | | | | |
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| | | | | | | | | | |
| Subtotal | | 0 | | | 0 | | 0 | | 0 |
| Ancillary Support | | | | | | | | | |
| 1. Barela, Janice, Admin Technician | 90.00% | 56,951 | 51,256 | 87.23% | 44,713 | | | 100.00% | 44,713 |
| 2. Jackson, Donna, Outreach Specialist | 15.00% | 53,912 | 8,087 | 87.23% | 7,065 | | | 100.00% | 7,065 |
| | | | | | | | | | |
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| | | | | | | | | | |
| | | | | | | | | | |
| Subtotal | | 110,863 | 59,343 | | 51,768 | | | | 51,768 |
| Clerical and Claims Support | | | | | | | | | |
| | | | | | | | | | |
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| | | | | | | | | | |
| Subtotal | | 0 | | | 0 | | 0 | | 0 |

CCS Administrative Budget Worksheet

Fiscal Year: 2013-14
 County: AMADOR

| CCS CASELOAD | Actual Caseload | Percent of Total Caseload |
|--|-----------------|---------------------------|
| STRAIGHT CCS - | 6 | 6.38% |
| Total Open (Active) Straight CCS Cases | | |
| HEALTHY FAMILIES - | 6 | 6.38% |
| Total Open (Active) Healthy Families Cases | | |
| TITLE XXI MEDI-CAL/TLICP - | 0 | 0.00% |
| Total Open (Active) MCI/TLICP Cases | | |
| TITLE XIX MEDI-CAL - | 82 | 87.23% |
| Total Open (Active) Medi-Cal Cases | | |
| TOTAL CASELOAD | 94 | 100% |

| Column | Straight CCS | | Title XXI - Healthy Families | | Title XXI - Medi-Cal/Targeted Low Income Children Program (TLICP) | | | | | |
|--|--------------|-----------------------------------|------------------------------|--|---|--|----------------|--|--------------------|--|
| | 4A | 4 | 5A | 5 | 6A | 6 | 7A | 7 | 8A | 8 |
| Category/Line Item | Caseload % | Straight CCS County/State (50/50) | Caseload % | Healthy Families County/State/Fed (17.5/17.5/65) | Caseload % | Medi-Cal/Targeted Low Income Children Program (TLICP) Co/State/Fed | Enhanced % FTE | Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) Co/State/Fed (12.5/12.5/75) | Non-Enhanced % FTE | Non-Enhanced Medi-Cal/Targeted Low Income Children Program (TLICP) Co/State/Fed (17.5/17.5/65) |
| Total Salaries and Wages | 6.38% | 131,210 | 6.38% | 8,374 | 0.00% | 0 | #DIV/0! | 0 | #DIV/0! | 0 |
| Staff Benefits (Specify %) | 6.38% | 46,560 | 6.38% | 2,973 | 0.00% | 0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| I. Total Personnel Expense | 6.38% | 177,790 | 6.38% | 11,347 | 0.00% | 0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| II. Operating Expense | | | | | | | | | | |
| 1. Travel | 6.38% | 100 | 6.38% | 6 | 0.00% | 0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| 2. Training | 6.38% | 100 | 6.38% | 6 | 0.00% | 0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| 3. Communications | 6.38% | 1,200 | 6.38% | 77 | 0.00% | 0 | 100.00% | 100.00% | 100.00% | 0 |
| 4. Office Supplies, Copy Pool Plan, Portion of Computer for Janice | 6.38% | 2,500 | 6.38% | 160 | 0.00% | 0 | 100.00% | 100.00% | 100.00% | 0 |
| 5. Maintenance Building, Program (Maxime) | 6.38% | 1,200 | 6.38% | 77 | 0.00% | 0 | 100.00% | 100.00% | 100.00% | 0 |
| 6. Rent | 6.38% | 8,000 | 6.38% | 511 | 0.00% | 0 | 100.00% | 100.00% | 100.00% | 0 |
| 7. Utilities | 6.38% | 3,000 | 6.38% | 191 | 0.00% | 0 | 100.00% | 100.00% | 100.00% | 0 |
| II. Total Operating Expense | 6.38% | 16,100 | 6.38% | 1,028 | 0.00% | 0 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| III. Capital Expense | | | | | | | | | | |
| 1. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 0.00% | 0 |
| 2. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 0.00% | 0 |
| 3. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 0.00% | 0 |
| III. Total Capital Expense | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 0.00% | 0 |
| IV. Indirect Expense | | | | | | | | | | |
| 1. Internal | 4.00% | 7,112 | 6.38% | 454 | 6.38% | 454 | 0.00% | 0.00% | 100.00% | 0 |
| 2. External | 4.00% | 7,112 | 6.38% | 454 | 6.38% | 454 | 0.00% | 0.00% | 100.00% | 0 |
| IV. Total Indirect Expense | 4.00% | 14,224 | 6.38% | 908 | 6.38% | 908 | 0.00% | 0.00% | 100.00% | 0 |
| V. Other Expense | | | | | | | | | | |
| 1. Maintenance & Transportation | 6.38% | 1,200 | 6.38% | 77 | 6.38% | 77 | 0.00% | 0.00% | 100.00% | 0 |
| 2. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 100.00% | 0 |
| 3. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 100.00% | 0 |
| 4. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 100.00% | 0 |
| 5. | 6.38% | 0 | 6.38% | 0 | 0.00% | 0 | 0.00% | 0.00% | 100.00% | 0 |
| V. Total Other Expense | 6.38% | 1,200 | 6.38% | 77 | 6.38% | 77 | 0.00% | 0.00% | 100.00% | 0 |
| Budget Grand Total | | 208,314 | | 13,361 | | 13,360 | | | | #DIV/0! |

Prepared By (Printed Name): Patti Edmunds Date Prepared: 8/15/2013 Phone Number: (209) 223-5642 Email Address: pedmunds@amadorgov.org
 Prepared By (Signature):  Date: 8-15-13 Phone Number: (209) 223-5677 Email Address: cvaccarezza@amadorgov.org
 CCS Administrator (Printed Name): Corinne Vaccarezza Date: 8-15-13 Phone Number: (209) 223-5677 Email Address: cvaccarezza@amadorgov.org
 CCS Administrator (Signature): 

| CCS CASELOAD | Actual Caseload | Percent of Total Caseload |
|--|-----------------|---------------------------|
| STRAIGHT CCS - | 6 | 6.38% |
| Total Open (Active) Straight CCS Cases | | |
| HEALTHY FAMILIES - | 6 | 6.38% |
| Total Open (Active) Healthy Families Cases | | |
| TITLE XXI MEDI-CAL/ITCIP - | 0 | 0.00% |
| Total Open (Active) MCTLICP Cases | | |
| TITLE XIX MEDI-CAL - | 82 | 87.23% |
| Total Open (Active) Medi-Cal Cases | | |
| TOTAL CASELOAD | 94 | 100% |

| Category/Line Item | Title XIX - Medi-Cal | | | | | | | | | | |
|--|----------------------|---------------|---------------------------------------|------------|----------------------------------|----------------|--|--------------------|--|--|--|
| | 1 | 2 | 3 | 9A | 9 | 10A | 10 | 11A | 11 | | |
| | % FTE | Annual Salary | Total Budget (1 + 2 or 4 + 5 + 6 + 9) | Caseload % | Title XIX Medi-Cal State/Federal | Enhanced % FTE | Enhanced Title XIX Medi-Cal State/Federal (2375) | Non-Enhanced % FTE | Non-Enhanced Title XIX Cal State/Federal (50/50) | | |
| Total Salaries and Wages | | | 131,210 | 87.23% | 114,460 | 30.06% | 34,401 | 69.94% | 80,059 | | |
| Staff Benefits (Specify %) | 35.50% | | 46,580 | 87.23% | 40,633 | | 12,212 | | 28,421 | | |
| I. Total Personnel Expense | | | 177,790 | 87.23% | 155,093 | | 46,613 | | 108,480 | | |
| II. Operating Expense | | | | | | | | | | | |
| 1. Travel | | | 100 | 87.23% | 87 | 30.06% | 26 | 69.94% | 61 | | |
| 2. Training | | | 100 | 87.23% | 87 | 30.06% | 26 | 69.94% | 61 | | |
| 3. Communications | | | 1,200 | 87.23% | 1,047 | | | 100.00% | 1,047 | | |
| 4. Office Supplies, Copy Pool Plan, Portion of Computer for Janice | | | 2,500 | 87.23% | 2,181 | | | 100.00% | 2,181 | | |
| 5. Maintenance Building, Program (Maxime) | | | 1,200 | 87.23% | 1,047 | | | 100.00% | 1,047 | | |
| 6. Rent | | | 8,000 | 87.23% | 6,979 | | | 100.00% | 6,979 | | |
| 7. Utilities | | | 3,000 | 87.23% | 2,617 | | | 100.00% | 2,617 | | |
| III. Total Operating Expense | | | 16,100 | | 14,045 | | 52 | | 13,993 | | |
| III. Capital Expense | | | | | | | | | | | |
| 1. | | | | 87.23% | 0 | | | | 0 | | |
| 2. | | | | 87.23% | 0 | | | | 0 | | |
| 3. | | | | 87.23% | 0 | | | | 0 | | |
| III. Total Capital Expense | | | 0 | | 0 | | | | 0 | | |
| IV. Indirect Expense | | | | | | | | | | | |
| 1. Internal | 4.00% | | 7,112 | 87.23% | 6,204 | | | 100.00% | 6,204 | | |
| 2. External | 4.00% | | 7,112 | 87.23% | 6,204 | | | 100.00% | 6,204 | | |
| IV. Total Indirect Expense | | | 14,224 | | 12,408 | | | | 12,408 | | |
| V. Other Expense | | | | | | | | | | | |
| 1. Maintenance & Transportation | | | 1,200 | 87.23% | 1,047 | | | 100.00% | 1,047 | | |
| 2. | | | | 87.23% | 0 | | | 100.00% | 0 | | |
| 3. | | | | 87.23% | 0 | | | 100.00% | 0 | | |
| 4. | | | | 87.23% | 0 | | | 100.00% | 0 | | |
| 5. | | | | 87.23% | 0 | | | 100.00% | 0 | | |
| V. Total Other Expense | | | 1,200 | | 1,047 | | | | 1,047 | | |
| Budget Grant Total | | | 206,314 | | 182,593 | | 46,665 | | 135,928 | | |

Prepared By (Signature) Patti Edmunds
 Prepared By (Printed Name) Patti Edmunds

CCS Administrator (Signature) Connie Vaccaro
 CCS Administrator (Printed Name) Connie Vaccaro

**Children's Medical Services – Amador County
CCS Administrative Budget Justification-Fiscal Year (FY) 2013-2014**

I. Personnel Expense

| | | |
|----------------------------------|--------|------------------|
| <i>Program Administration</i> | | |
| 15% CCS Administrator | 13,699 | |
| 20% Sr. Finance Asst..... | 8,874 | |
| <i>Medical Case Management</i> | | |
| 25% PHN Supervisor | 22,832 | |
| 35% Public Health Nurse II | 26,462 | |
| <i>Ancillary Support</i> | | |
| 90% Admin Tech | 51,256 | |
| 15% Outreach Specialist..... | 8,087 | |
| Benefits (35.5% of Salary) | 46,580 | |
| Total Personnel Expenses ----- | | \$177,790 |

II. Operating Expenses

| | | |
|--|-------|-----------------|
| Travel: | | |
| Travel to and from meetings and client-related activities..... | 100 | |
| Training: | | |
| Training/meeting expenditures | 100 | |
| Services and Supplies: | | |
| Communications: phones and internet | 1,200 | |
| Office Supplies: general supplies, CPP, print/post..... | 2,500 | |
| Maintenance (buildings, programs, equipment)..... | 1,200 | |
| Rent..... | 8,000 | |
| Utilities | 3,000 | |
| Total Operating Expenses ----- | | \$16,100 |

III. Capital Expense

IV. Indirect Expense

| | | | |
|--|--|-------|-----------------|
| Internal Overhead - Share of costs per internal cost allocation plan based on % of personnel..... | | 7,112 | |
| External Overhead – State approved A-87..... | | 7,112 | |
| Total Indirect Expenses ----- | | | \$14,224 |

V. Other Expenses

| | | |
|--|-------|------------------------|
| Maintenance & Transportation: | | |
| Expenses incurred by CCS clients when allowed..... | 1,200 | |
| Total Other Expenses ----- | | <u>\$ 1,200</u> |

BUDGET GRAND TOTAL ***** **\$209,314**