

AMADOR COUNTY BOARD OF SUPERVISORS
COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

Please Note: All Board of Supervisors meetings are tape-recorded. Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting. Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

TO PARTICIPATE VIA ZOOM USE THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

<https://zoom.us/j/7585736084>

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

REGULAR MEETING AGENDA

DATE: Tuesday, February 14, 2023
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CLOSED SESSION **8:30 A.M.** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director

- 1.a. COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins
PROPERTY: APN 044-540-100-000 (Health and Human Services Building)
NEGOTIATING PARTIES: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership (collectively, "Owners")
UNDER NEGOTIATION: Terms and Conditions of existing Lease
Suggested Action: Discussion and possible action

2. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6.

- 2.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director
Employee Organization: All Units
Suggested Action: Discussion and possible action.

3. CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION - { Government Code 54956.9(d) (2)}

- 3.a. Significant exposure to litigation [Government Code 54956.9(d)(2)]
Claim of Amanda Rose, Claim No. 23-02
Suggested Action: Discussion and possible action.
- 3.b. Significant exposure to litigation [Government Code 54956.9(d)(2)]
Claim of Ronald Gould, Claim No. 23-04
Suggested Action: Discussion and possible action.
- 3.c. Significant exposure to litigation [Government Code 54956.9(d)(2)]
Claim of Alexander Siebenlist, Claim No. 23-05
Suggested Action: Discussion and possible action.

4. CONFIDENTIAL MINUTES:

- 4.a. Confidential Minutes: Review and possible approval of the January 24, 2023 Confidential Minutes.
Suggested Action: Approval.

REGULAR SESSION **9:00 A.M.**

PLEDGE OF ALLEGIANCE:

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

APPROVAL OF AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

APPROVAL OF ITEMS ON THE CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

5. REGULAR AGENDA:

- 5.a. Update by the Amador County Health Officer, Dr. Rita Kerr on the COVID-19 situation in Amador County.
Suggested Action: Direction to staff as desired, if any.

- 5.b. Agriculture Department: Presentation and Introduction of new UCANR staff members. There is a new Farm Advisor, a new Livestock Advisor, and a new Woody Biomass & Forest Products Advisor.
Suggested Action: Presentation only.
[UCANR Central Sierra Program Updates February 2022 - Amador \(4\).pdf](#)
- 5.c. Discussion and possible action relative to requested changes in the salaries of the Amador County Elected Officials.
Suggested Action: Direction to staff as desired
[Request from Elected Officials.pdf](#)
[Current Elected Officials Ordinance.pdf](#)
- 5.d. Waste Management: Senate Bill (SB) 1383 Grant Update.
Suggested Action: Discussion and possible action.
[1922_001.pdf](#)
- 5.e. Minutes: Review and possible approval of the January 24, 2023 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.
[January 24, 2023 DRAFT Minutes.docx](#)

6. CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

- 6.a. Building Department-Limited Density Owner-Built Rural Dwelling / LD223162 - Pappas
Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".
[LD223162_Pappas_Resolution.docx](#)
[LD223162_Pappas_Agreement.pdf](#)
- 6.b. Public Health - Request for Medical Assistant Stipend for Health Educator I that assist in various clinics
Suggested Action: Approve 5% Medical Assistant Stipend for Health Educator I
[Staff Memo](#)
- 6.c. General Services Administration: RFP 22-25 After Action Report for COVID-19. The report is required by the State and funded by a grant from the State. No General Fund dollars are being utilized for this report.
Suggested Action: 1) Award RFP 22-25 to Connect Consulting Services in an amount not to exceed \$77,000.00 for the 22-23 fiscal year; 2) Authorize the Public Health Director, and County Counsel to negotiate final terms and conditions and develop a contract based on the Sample Agreement, Connect Consulting Services proposal dated December 22, 2022, and RFP 22-25 and; 3) Approve the Board Chairman to execute the said agreement with Connect Consulting Services for the 22-23 fiscal year contingent upon agreeable terms and conditions.
[BOS MEMO RFP 22-25 1.20.23.pdf](#)
[RFP 22-25 Bid.RFP Receipt Log.pdf](#)
[RFP 22-25 Evaluation Sheet 1.17.23.xlsx](#)
[Connect Consulting Proposal 12.20.22.pdf](#)
[Sample Service Agreement.pdf](#)

- 6.d. Law Library Committee: Re-appointments of John Allen and Kori Tearpak, for the term January 1, 2023 through December 31, 2023; appointments of Kathryn Olson and Andrea Sexton for the term of January 1, 2023 through December 31, 2023.
Suggested Action: Approval.
[Law Library Committee.pdf](#)
- 6.e. Emergency Medical Care Committee (EMCC): Appointment of Amanda Cooper to fill the Sutter Amador Hospital Emergency Department Manager seat to the subject committee for a term of three years set to expire on February 13, 2026.
Suggested Action: Approve the appointment.
[EMCC Application - Amanda Cooper.pdf](#)
- 6.f. Agricultural Advisory Committee: Reappointment of Gary Gladen as District III representative, coterminous with the District III Supervisor and reappointment of Daniel Dentone as District V, coterminous with the District V Supervisor.
Suggested Action: Approve the reappointments.
[Gary Gladen Application.pdf](#)
[Daniel Dentone Application.pdf](#)
- 6.g. Airport Advisory Committee: Resignation of Mark Ohlau as primary to fill the seat of District IV, reappointments of Jon Luy, Richard Campbell as primary, and Jerry Wright, as alternate to fill the seat of District V, effective February 14, 2023 through December 31, 2026.
Suggested Action: Approve the resignation and reappointments.
[Mark Ohlau Resignation.pdf](#)
[Jon Luy Application.pdf](#)
[Richard Campbell Application.pdf](#)
[Jerry Wright Application.pdf](#)
- 6.h. Behavioral Health Agreement with Kings View Telepsychiatry Services, for as needed temporary psychiatry services.
Suggested Action: Approve agreement
[Memo Kings View Telepsychiatry.pdf](#)
[Amador County Telepsychiatry Agreement_July 1 2023-June 30 2026.pdf](#)
[Kings View Signed Exemption 1.18.23.pdf](#)
- 6.i. General Services Administration: Budget Increase Request for Economic Development to account for a grant received from Chabot-Las Positas Community College District. This is not an additional General Fund contribution.
Suggested Action: Approve the attached Budget Increase Request form.
[Budget Increase Request - Memo & Request Form..pdf](#)
- 6.j. Agriculture Department – Reclassify Agricultural and Standards Inspector II to Agricultural and Standards Inspector III.
Suggested Action: Please approve the request to reclassify an employee from Agricultural and Standards Inspector II to Agricultural and Standards Inspector III.
[Memo Ag Inspector Reclass.doc](#)
[SOMMA 9.18.2022 amended 2.14.2023.pdf](#)
- 6.k. Approval to submit Buena Vista Landfill Projects Application for EPA SWIFR Grant Financing

Suggested Action: Approve Amador Solid Waste Management Department submittal, and letter of support, for EPA SWIFR Grant funding for site improvements to the infrastructure at the Buena Vista Transfer Station through the ESJPA combined application.

[BOS Memorandum RE BV Landfill Projects and SWIFR Grant Application through ESJPA 02.06.23.pdf](#)

[BOS EPA Letter of Support RE BV Landfill Projects and SWIFR Grant 02.06.23.pdf](#)

- 6.l. Sheriff's Office Mid-Management Association for Safety Personnel Memorandum of Understanding (MOU)
Suggested Action: Please adopt the resolution and authorize the Chairman to sign the MOU between the County and the SOMMA
[Memo SOMMA MOU.doc](#)
[Res -SOMMA MOU 2022-2025.doc](#)
[SOMMA_MOU_2022-2025_Draft_Redline.pdf](#)
[Amador_SOMMA_MOU_2022-2025_FINAL.pdf](#)
[SOMMA 9.18.2022 amended 2.14.2023.pdf](#)
[SOMMA 10.1.2023 3%.pdf](#)
[SOMMA 10.1.2024 3%.pdf](#)
- 6.m. Social Services Department – request to fill vacant Administrative Assistant I/II position
Suggested Action: Approve the request to recruit and hire an Administrative Assistant I/II.
[Memo Social Services Admin Asst.doc](#)
- 6.n. Social Services Department – request to fill vacant Social Worker I/II position
Suggested Action: Approve the request to recruit and hire a Social Worker I/II position.
[Memo Social Services SW I-II.doc](#)
- 6.o. Social Services Department – request to fill vacant Social Worker Supervisor I
Suggested Action: Please approve the request to recruit and hire a Social Worker Supervisor I position.
[Memo Social Worker Supervisor I.doc](#)
- 6.p. Changes to the staffing at the District Attorney's Office. Staff is being reclassified and shifted between the Insurance Fraud program, Mule Creek Prison cases, and the Victim/Witness program. The net effect on the General Fund is zero.
Suggested Action: Please approve the District Attorney's request to reorganize positions within his department.
[Memo DA Reorg Positions.doc](#)
[DA BOS 2-14-23 Memo.pdf](#)
- 6.q. Change to the current Public Health Nurse job description
Suggested Action: Approve
[Memo Public Health Nurse Supervisor.doc](#)
[Public Health Nurse Supervisor 5-05 Revised.pdf](#)
[Public Health Nurse Supervisor 5-05 Accepted Revisions.pdf](#)
- 6.r. Surveying Department-request to set the Public Hearing for a Certificate of Merger and public utility easement abandonment requested by Paul W. Leishman. The properties are located along Forrest Oak Road, Lot 222 and Lot 223 of Silver Lake Pines Unit No. 3. Assessor's Parcel No.'s 033-653-012 and 033-653-013.
Suggested Action: Please adopt the Resolution of Intention, set the hearing date, and send the notices

[059M068.pdf](#)
[Leishman Assessor's map highlighted parcels.pdf](#)
[Leishman B&A.pdf](#)
[ROI Leishman Merger public hearing.doc](#)
[ROI Leishman pue abandonment.doc](#)

- 6.s. Public Health - Reclassification of Outreach Technician to an Outreach Specialist
Suggested Action: Approve the request to change the Outreach Technician to an Outreach Specialist.
[Memo Public Health Position Change.doc](#)
- 6.t. Consulting Services Agreement, Slope Repairs on Sutter Creek Road (PM 8.0 to 9.5) and Pioneer Volcano Road (PM 1.44), First Amendment to Consultant Services Agreement with Yeh and Associates, Inc.
Suggested Action: Approve and execute First Amendment to Consultant Services Agreement with Yeh and Associates, Inc.
[BOS Memo Yeh First Amendment.pdf](#)
[220-313 Yeh POP Extension for Sutter Crk-Pioneer Rd.pdf](#)
[Yeh First Amendment.pdf](#)
- 6.u. Updated Consolidated Salary Schedule and updated Service Employees International Union Local 1021 Classification and Wage Plan reflecting an increase to the Registered Nurse Classification and/or the negotiated 6% wage increase for the Sheriff's Office Mid-Management Association.
Suggested Action: Approve
[Memo-updated Consolidated Salary Schedule and updated SEIU Wage Plan.doc](#)
[Consolidated Salaries 9.18.2022 amended 2.14.2023.pdf](#)
[SEIU GENERAL UNIT 9.18.2022 Amended 2.14.2023.pdf](#)
- 6.v. Behavioral Health Department – Revised Utilization and Quality Management Coordinator I/II Job Description
Suggested Action: Approve
[Memo BHC U&Q Mgt Coordinator I-II.doc](#)
[Memo Department Memo for U&Q Mgt. Coord I-II.docx](#)
[Utilization & Quality Management Coord I-II revised 11-22.docx](#)
[Utilization & Quality Mgmt Coord I-II DRAFT \(reformatted and updated\) 2-23.pdf](#)
- 6.w. Building Department-Limited Density Owner-Built Rural Dwelling / LD222295 - Jess
Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".
[LD222295_Notorized Agreement_Jess.pdf](#)
[LD222295.Jess_Resolution.docx](#)

ADJOURNMENT: UNTIL TUESDAY, FEBRUARY 28, 2023 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 14, 2023

SUBJECT

COUNTY NEGOTIATORS: Chuck Iley & Jon Hopkins

PROPERTY: APN 044-540-100-000 (Health and Human Services Building)

NEGOTIATING PARTIES: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership (collectively, "Owners")

UNDER NEGOTIATION: Terms and Conditions of existing Lease

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Tacy Rouen - AUD

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director

Employee Organization: All Units

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

N/A

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Significant exposure to litigation [Government Code 54956.9(d)(2)]

Claim of Amanda Rose, Claim No. 23-02

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Significant exposure to litigation [Government Code 54956.9(d)(2)]

Claim of Ronald Gould, Claim No. 23-04

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Significant exposure to litigation [Government Code 54956.9(d)(2)]

Claim of Alexander Siebenlist, Claim No. 23-05

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Confidential Minutes: Review and possible approval of the January 24, 2023 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Update by the Amador County Health Officer, Dr. Rita Kerr on the COVID-19 situation in Amador County.

Recommendation:

Direction to staff as desired, if any.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Agriculture Department

Meeting Date: February 14, 2023

SUBJECT

Agriculture Department: Presentation and Introduction of new UCANR staff members. There is a new Farm Advisor, a new Livestock Advisor, and a new Woody Biomass & Forest Products Advisor.

Recommendation:

Presentation only.

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

- [UCANR Central Sierra Program Updates February 2022 - Amador \(4\).pdf](#)

UCCE Central Sierra

Program Updates

Presented by
JoLynn Miller, Hardeep Singh, Cindy Chen, & Flavie Audoin

2/14/2023



Current Statistics

Advisors

- Scott Oneto (Agriculture, Weed Control, and Natural Resources)
- Susie Kocher (Forestry and Natural Resources)
- JoLynn Miller (4-H Youth Development)
- Hardeep Singh (Local Food Systems)
- Cindy Chen (Woody Biomass and Wood Products)
- Flavie Audoin (Livestock and Natural Resources)

Staff

- 4.15 FTE administrative support staff
- 2.5 FTE 4-H staff
- 2.5 FTE Master Gardener staff
- 1 Master Food Preserver staff
- 4 Forestry/Fire staff
- 8.5 FTE UC Cal Fresh Healthy Living staff

Future Statistics

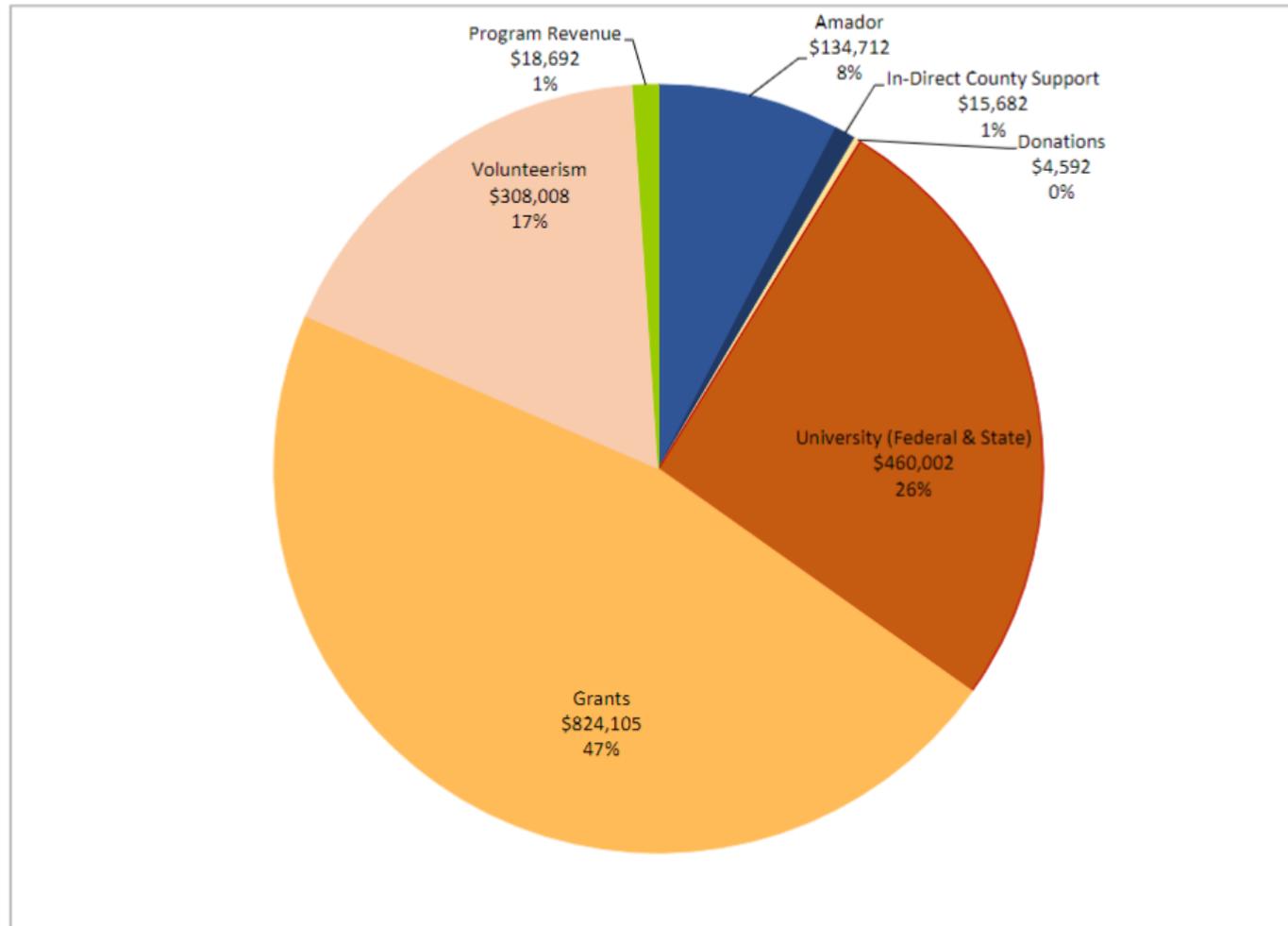
In Recruitment: Advisors

- Community Health and Nutrition
- Integrated Pest Management
- Disaster Resilience

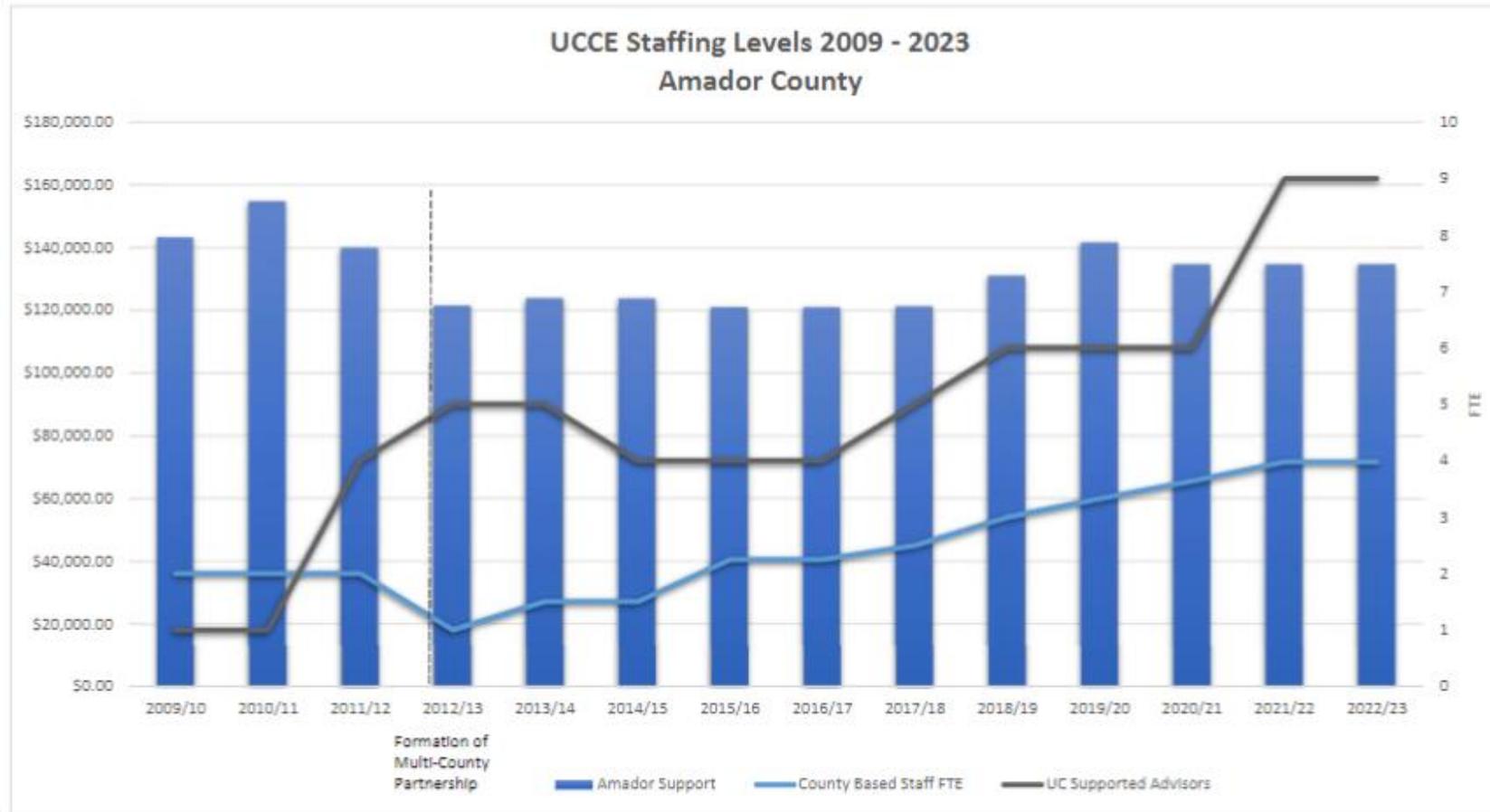
In Recruitment: Staff

- .8 FTE 4-H staff
- .5 FTE Master Food Preserver staff
- 2.5 FTE UC Cal Fresh Healthy Living staff

2021-2022 Fiscal Breakdown



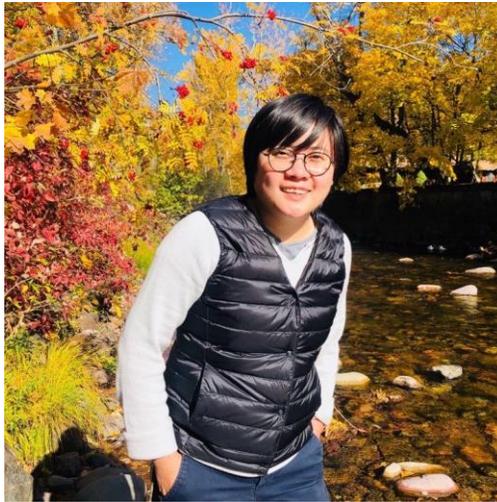
2022-2023 Budget vs. Staffing



Meet Our New Advisors



Hardeep Singh



Cindy Chen



Flavie Audoin

Hardeep Singh

Local Food Systems Advisor

- Born and raised in rural Punjab, India
- BS Agriculture, Punjab Agricultural University, India.
- MS Plant Science, Fresno state
- Assistant Specialist small farms, UCCE-Fresno.
- Wheat, Rice, Cotton, Maize, Almonds, Pistachio, Wine grapes, Moringa, Bok Choy, Lemongrass, Cover crops, Citrus, Controlled Environment Agriculture



Planned Work

- Maximize environmental and community benefits related to sustainability and competitiveness of local agriculture.
- Serve clientele in crops including; apples, pear, peach, plum, wine grapes, walnuts, cherries, olives, vegetables, and other commercial agricultural crops.

Develop and Disseminate science-based practices for

- Improving crop production efficiency
- Pest management
- Nutrient management
- Irrigation scheduling
- Organic production
- Controlled environmental agriculture
- Ecological farming
- Technical assistance with regulatory compliances
- Food safety
- Marketing
- Scale equipment technology

Cindy Chen

Woody Biomass and Wood Products Advisor

- **Education:**

- PhD, Environmental and Forest Sciences, University of Washington
- M.A. and B.A., Social Ecology, University of California, Irvine

- **Research Focuses and Expertise:**

- Wood products and renewable construction materials
 - Innovative products, manufacturing, applications, marketing
- Biomass and biomass-based products
- Carbon balance of wood products
- Life cycle assessment and product end-of-life

Planned Work

- Developing needs assessment for the region to accurately identify challenges and best practices
- Grant proposals to introduce innovative wood products to Central Sierra counties
- Study site and opportunities for public involvement
- Develop education and training programs for local students interested in forestry/wood products industry

Outcomes and Long-Term Vision

- Increase public knowledge and acceptance of woody biomass utilization and wood products
 - Long-term benefits: climate change mitigation, wildfire risk reduction, economic development
- Promote the development of a healthy wood and biomass processing industry that bring jobs and economic prosperity to the region
- Develop a career pathway for students in the technical field
 - Introducing new technology and opportunities different from traditional forestry jobs
 - Community College and school districts involvement

Flavie Audoin [Flah-vee Oh-dwan]

Livestock and Natural Resources Advisor

- PhD in Natural Resources from the University of Arizona with a major in Ecology, Management, and Restoration of Rangelands and a minor in Animal Sciences.
- Research on grazing behavior, diet selection, and meat characteristics of range-fed Criollo cattle in Southeastern Arizona.
- 17 years of experience with dairy and beef cattle (France and Arizona).
- 10 years of experience with Navajo Churro sheep (Arizona).
- 10 years of experience in marketing lamb, and beef directly to consumers.



Planned Work

- Help Amador County's ranchers with marketing their products
- Investigate the viability of local meat processing facilities
- Provide information on how to raise small livestock (goats, sheep, pigs, chickens)
- Educate Central Sierra citizens on the use of small livestock to prevent fire

Potential Impacts

- Increase the net revenue for Amador County's ranchers.
- Provide educational tools to help the community with their projects of raising small livestock.
- Prevent or decrease potential impacts of fire in the County.

Thank you

cecentralsierra.ucanr.edu

12200 B Airport Rd.

209-223-6482

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: February 14, 2023

SUBJECT

Discussion and possible action relative to requested changes in the salaries of the Amador County Elected Officials.

Recommendation:

Direction to staff as desired

4/5 vote required:

No

Distribution Instructions:

Clerk, Auditor, Budget

ATTACHMENTS

- [Request from Elected Officials.pdf](#)
- [Current Elected Officials Ordinance.pdf](#)



**AMADOR COUNTY
ELECTED OFFICIALS**

County Administration Center
810 Court Street • Jackson, CA 95642-9534

February 2, 2023

MEMORANDUM

TO: Chuck Iley, County Administrative Officer

FROM:

Tacy Rouen - Auditor/Controller *JOR*

Todd Riebe - District Attorney *TAR*

Liz Nelson - Treasurer/Tax Collector *Liz*

Jim Rooney - Assessor *JR*

Gary Redman - Sheriff/Coroner

Kim Grady - Clerk/Recorder *kg*

RE: Request of Cost-of-Living Adjustment for Elected Official Salaries

The Countywide Elected Officials, as noted above, are respectfully requesting cost of living adjustments in line with what the Amador County Management Unit will be receiving. The Board recently approved a 4% increase for the base wages for the classifications represented by the Management Unit which became effective September 18, 2022 with an additional 4% increase effective October 1, 2023. We request the Elected Officials receive the same 4% cost of living increase to their current base salaries effective 01/01/2023 and the same additional 4% effective October 1, 2023.

We believe that this is a fair request and that it will also help the County avoid the issue of salary compaction between the Elected Officials and Management positions within their departments, which was addressed in late 2021.

Please note the salary structure adopted at that time was identical to that utilized by Calaveras County for the base salaries of the Auditor/Controller, Treasurer/Tax Collector, Assessor, Clerk/Recorder and District Attorney. It, however, excluded the Sheriff position.

At or near the time of those salary discussions, in December 2021, Calaveras County had conducted a salary survey that revealed the Calaveras Sheriff was 37% lower of the surveyed counties. Calaveras increased the Sheriff salary to an amount that was 28% above the Amador Sheriff salary. Additionally, the Amador County Sheriff salary is currently 1% lower than the salary of the Undersheriff. So, we are also requesting the Sheriff receive at least a 10% increase to offset the compaction and be included in the COLA increase.

Chapter 2.68 SALARIES OF ELECTED OFFICIALS

Sections:

2.68.020 Salaries.

2.68.025 Benefits.

2.68.030 Payable when.

2.68.020 Salaries.

The elected officials of the county shall receive as compensation for services required of him/her by law or virtue of his/her office salaries in accordance with the table set forth below for each month during which the elected official holds the office. Such salaries shall be prorated for the first and last pay period of his/her term.

Salaries (Biweekly)	
Effective Date	12/26/2021
Assessor	\$5,452.00
Auditor	\$5,452.00
Clerk-Recorder	\$5,452.00
District Attorney	\$6,289.60
Sheriff-Coroner	\$6,093.63
Treasurer-Tax Collector	\$5,452.00
* Premium Pay: All Elected Officials shall also receive the same one-time two thousand dollar payment in connection with working during the COVID-19 public health emergency as received by management unit employees.	

As a result of an audit conducted by the Public Employees' Retirement System, wherein it was recommended that the intentions of the parties as it relates to longevity and special compensation be clarified further, permanent employees shall receive longevity wage increases on their base pay when they have completed five, ten, fifteen, twenty, and twenty-five continuous years of regular and permanent county service. At the completion of each of these benchmark years (five, ten, fifteen, twenty, and twenty-five), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500%
10	5.063%

Completed Years of Service	Base Salary Adjustment
15	7.700%
20	10.390%
25	13.15%

(Ord. 1815 §1, 2022).

2.68.025 Benefits.

A. Except as set forth in this chapter, each elected official shall accrue benefits as set forth in the most current resolution adopted for management unit employees (as if they are employees), with the exception of vacation, sick leave, unemployment, SDI benefits, and paid family leave (PFL); provided, however, that each elected official shall receive six days of sick leave credit for each year of continuous service for which they were elected, which credit may be used only toward PERS retirement credit. Pension benefits for each elected official shall be as set forth in subsection D of this section.

B. The sheriff-coroner shall be eligible for the same retirement plan to which the members of the Deputy Sheriff’s Association, Sheriff’s Office Association, and Sheriff’s Office Mid-management Association are entitled. The district attorney shall be eligible for the same retirement plan for local prosecutors to which the members of the Amador County Deputy District Attorney Association are entitled. If an elected official elects not to participate in PERS, the total amount that the county would contribute to PERS on that official’s behalf shall be paid to that official in cash and that official shall not be entitled to the sick leave credit described above.

C. The sheriff-coroner shall be eligible to receive all education, longevity, and POST incentives that are afforded to the Sheriff’s Office Mid-management Association, as well as all uniform allowances, if applicable. The district attorney shall receive a vehicle allowance of two hundred sixty-seven dollars and ninety-three cents per biweekly pay period.

D. The employer paid member contribution (EPMC) for each elected officer shall be as follows:

1. For the current sheriff-coroner and the district attorney, the EPMC shall be seven percent; and
2. For the current treasurer-tax collector, the clerk-recorder and the assessor, the EPMC shall be five percent; and
3. All elected officials elected as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS. (Ord. 1788 §1(part), 2019: Ord. 1781 §1(part), 2019: Ord. 1773 §1(part), 2018: Ord. 1757 §1(part), 2016).

2.68.030 Payable when.

All salaries provided for under this chapter shall be paid under the same terms and conditions as salaries of other employees working for the county of Amador. (Ord. 1788 §1(part), 2019: Ord. 1781 §1(part), 2019: Ord.

1773 §1(part), 2018: Ord. 1757 §1(part), 2016: Ord. 1692 §1(part), 2009: Ord. 1681 §1(part), 2008: Ord. 1666 §1(part), 2007: Ord. 1658 §1(part), 2006: Ord. 1637 §1(part), 2006: Ord. 1631 §1(part), 2005: Ord. 1600 §1(part), 2004: Ord. 1576 §1(part), 2003: Ord. 1537 §1(part), 2001: Ord. 1044 §5, 1985).

The Amador County Code is current through Ordinance 1818, passed April 12, 2022.

Disclaimer: The Clerk of the Board's office has the official version of the Amador County Code. Users should contact the Clerk of the Board's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.amadorgov.org/>

City Telephone: (209) 223-6472

[Code Publishing Company](#)

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Waste Management: Senate Bill (SB) 1383 Grant Update.

Recommendation:

Discussion and possible action.

4/5 vote required:

No

Distribution Instructions:

Waste Management, File

ATTACHMENTS

- [1922_001.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER ♦ 810 COURT STREET ♦ JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors
FROM: Jeff Gardner, Director of Solid Waste/Mary Pitto Solid Waste Consultant
DATE: February 14, 2023
SUBJECT: SB 1383 Local Assistance Grant Update

Amador County Waste Management and Recycling Department received its \$129,242.00 SB 1383 Local Assistance grant funds at the end of October (a copy of the budget is attached). The SB 1383 Local Assistance grant funds are used to implement SB 1383 throughout Amador County. Amador County and its cities applied for a regional grant with the County acting as the lead. This memo is intended to inform the Board of the current status of our efforts:

- The County has contracted with a consultant, Mary Pitto, to assist the County and the Cities with implementation requirements and compliance with the various requirements applicable to our jurisdictions. This has been on going and in consultation with CalRecycle.
- An Inspection and Enforcement Program (procedures) was developed for the required inspections of the edible food generators in Amador County. Letters were recently sent to the Tier 1 Generators informing them of the requirement to conduct inspections to ensure they are in compliance with the edible food recovery program requirements, mainly having a written agreement with the Interfaith Food Bank and their recordkeeping requirements. Inspections are planned to occur in February. If any are out of compliance, we will inform them of the requirements and let them know that enforcement of the requirements will begin in 2024.
- A portion of the budget was devoted to a public education and marketing campaign. As with other solid waste recycling campaigns, TSPN TV/CableTime has developed two 30-second spots, one for Edible Food Recovery and one for composting to be aired for a year on local cable stations.
- The County has partnered with Interfaith Food Bank to ensure the edible food recovery program meets requirements and enhance the edible food capacity throughout. The budget included \$85,000 for a new outdoor walk-in freezer for their new warehouse building located in Jackson. The grant terms require the County to own the freezer for at least five years, at which point the intent is to turn over ownership to the IFB. Purchase of the freezer will need to go through a bidding process. After some initial research, it was decided to purchase a prefabricated unit due to the cost of on-site construction. We plan to go out to bid to four manufacturers and will bring the matter back to the Board for approval.

Recommendation:

- This is an informational item. No action is required.

Attachment(s)

Attachment 1 – SB 1383 Local Assistance Grant Budget

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Minutes: Review and possible approval of the January 24, 2023 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

- [January 24, 2023 DRAFT Minutes.docx](#)

Amador County Board of Supervisors
ACTION MINUTES
REGULAR MEETING

DATE: Tuesday, January 24, 2023
TIME: 9:00 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present on Roll Call:

Jeff Brown, District III – Chairman
Brian Oneto, District V – Vice-Chairman
Frank U. Axe, District IV
Richard M. Forster, District II
Patrick Crew, District I

Staff: Charles T. Iley, County Administrative Officer
Gregory Gillott, County Counsel
Jennifer Burns, Clerk of the Board

Absent: None

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). **At 8:30 a.m., the Board convened into closed session.**

Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6.

County Negotiators: Glenn Spitzer, Deputy County Counsel, Greg Ramirez, IEDA, Lisa Gaebe,
Human Resources Director Employee Organization: SEIU Local 2015
Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

Conference with County Counsel: Existing Litigation-{Government Code 54956.9 (d)(1)}

County of Amador v. Kathleen Allison (CDCR/Mule Creek SP)
U.S. District Court, Eastern District of California, Case No. 2:20-vc-02482-WBS-AC

ACTION: Direction given to staff.

Confidential Minutes: Review and possible approval of the January 10, 2023 Confidential Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to approve the December 20, 2022 Confidential Minutes.

PLEDGE OF ALLEGIANCE: Chairman Brown led the Board and the public in the *Pledge of Allegiance*.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a **three (3) minute limit per person**.

Senior Meal Delivery: Supervisor Brown took this time to express gratitude to the local California Highway Patrol for delivering meals to seniors in the up-country area during the recent storms when the volunteers from the Senior Center could not safely navigate the roadways.

Community Rising Above the Flood: Mr. Kam Merzlak, District I resident, took this time to announce an upcoming fundraiser that will benefit Amador County citizens that have experienced damages to property, vehicles and have even lost jobs due to the recent severe storms in the area. Mr. Merzlak stated the subject Fundraiser will be held on March 4, 2023 at 6:00 p.m. at the Highway House Banquet Room. He stated tickets are \$35.00 and may be purchased online or at the door. He also encouraged anyone that can possibly donate to the fundraiser to contact him.

Moment of Silence: Chairman Brown took this time to request a moment of silence in recognition of the recent California mass shootings.

Jackson Creek Townhomes: Ms. Judy Jebian, District I resident, took this time to address the Board regarding the substantial damage sustained to fifteen property owners residing in the

Jackson Creek Townhomes. Ms. Jebian stated fifty years ago the townhomes were permitted to be built on a known floodplain by the City of Jackson. Ms. Jebian continued by noting the residents and the Homeowners Association are unable to remedy the situation alone and are requesting the assistance of the Public Works Agency along with the Department of Fish and Wildlife ascertain a permanent solution to future flooding.

Moment of Silence: Supervisor Oneto took this time to request a moment of silence in recognition of the recent passing of Mr. Greg Bixby, District V resident and long-time member of the Amador County Search and Rescue Team.

AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

Chairman Brown advised the following item has been added as an Addendum to the Agenda for today's date:

Probation Department: Presentation and adoption of a resolution honoring Penny Banks upon her retirement from the County of Amador.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Oneto and unanimously carried to approve the Agenda as amended.

CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s)

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Forster and unanimously carried to approve the Consent Agenda as amended.

REGULAR AGENDA

Probation Department (Addendum): Presentation and adoption of a resolution honoring Penny Banks upon her retirement from the County of Amador.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and carried to approve the following Resolution honoring Penny Banks upon her retirement from the County of Amador. Chairman Brown subsequently presented the Resolution to Ms. Banks.

RESOLUTION NO. 23-009

Resolution honoring Penny Banks upon her retirement from the County of Amador.

Administrative Agency: Update, discussion and possible action relative to the continuing effects of the recent winter storm in Amador County.

Sergeant Jeff Bellotti, OES Coordinator, took this time to provide an update relative to the effects of the recent winter storms and fielded questions from the Board.

The following individuals wished to speak relative to this matter:

- Ms. Virginia Manner, District I resident, addressed the Board regarding the substantial flooding sustained by residents in the Jackson Creek Townhomes.
- Mr. Tom Hinkley, District I resident
- Mr. Steve McClean, Jackson Mayor

ACTION: Direction given to staff.

Jackson Valley Irrigation District: Discussion and possible action relative to a request from JVID for a loan from the Water Development Fund to cover expenditures related to damage from the recent storm.

Mr. Steve Fredrick, JVID General Manager, addressed the Board and summarized his Memorandum which is hereby incorporated into these Minutes as though set forth in full. In summary, Mr. Fredrick stated the Jackson Valley Irrigation District (JVID) has been severely impacted by the extreme storm events of December 2022-2023. Damages include a massive amount of floating wood debris in Lake Amador, multiple areas of levee damage and failures and destruction of a JVID operated irrigation pump station that serves a large amount of JVID irrigated land. An 18' irrigation pipe crossing in Jackson Creek was damaged by flood waters and about 20 customers are currently out of irrigation water service for what is expected to be months. He stated initial damage costs throughout the district were over \$400k but they are expected to go higher as projects are developed and truly assessed. Mr. Fredrick continued by stating the JVID Board of Directors would like to ask the Amador County Board of Supervisors to consider granting JVID a \$500,000 bridge loan from the Water Supply Fund so the district can expedite the projects related to the storm events. He noted he is hopeful that Cal-OES and FEMA will provide emergency funds to reimburse the loan but until then he stated some repairs must begin immediately.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew, and unanimously carried to direct County Counsel to draft a no interest loan agreement similar to the previous agreement between the County and Jackson Valley Irrigation District (JVID), and delegate approval and signature authority to the Chairman to expedite finalization of the agreement.

Public Works Agency: Discussion and possible action relative to Shenandoah Road Improvements.

Mr. Rich Vela, Public Works Director, addressed the Board and summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full.

Mr. Carlton Allen, Bennet Engineering, joined the meeting via ZOOM and fielded questions from the Board.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Oneto, seconded by Supervisor Axe and unanimously carried to move forward with a contract with a limit set at \$3,009,000 for the project; The alternate bid may be considered as availability of funds are evaluated; In addition the following five points were authorized:

1. Provide direction on available funding for the project and determine the basis on which the Award of Contract will be determined; and
2. Approve project plans and specifications as on file in the County of Amador's Department of Transportation and Public Works; and
3. Advertise the project as required by law; and
4. Receive bids as prescribed by the Notice to Bidders, or thereafter, if specified in and addendum issued by the Director of General Services; and
5. Authorize the Director of Public Works to record Notice of Completion for said project.

Administrative Agency: Discussion and possible action relative to a presentation on the proposed California Road Charge.

Ms. Lauren Prehoda, Caltrans Road Charge Program Manager, provided a Power Point presentation relative to the California Road Charge which is hereby incorporated into these minutes as though set forth in full.

Discussion ensued with the following action being taken.

ACTION: Presentation only.

Administrative Agency: Discussion and possible action relative to the expenditure of the ARPA funds previously set aside by the Board of Supervisors (\$1.0 MM) for water and sewer related infrastructure projects.

Chairman Brown passed the gavel to Vice-Chairman Oneto and recused himself from this item due to potential conflict of interest issues due to the fact that he is the Chairman of First Mace Meadow Water Association

Mr. Chuck Iley, County Administrative Officer, addressed the Board and state staff is seeking the following information to begin the process of moving forward:

1. Does the Board wish to set a maximum or minimum award amount or set any other parameters?
2. Is the Board ready to solicit funding requests at this time?
3. Is there a limit on the number of awards per organization?
4. Does the Board wish to set a Committee to review these requests.

Vice-Chairman Oneto opened the discussion to the public at this time. The following individual wished to speak.

- Mr. Rocky Raymond, River Pines Public Utility District (joined via ZOOM)

ACTION: Direction given to:

- Appoint a Committee consisting of Vice-Chairman Oneto and Supervisor Crew to review applications.
- Set a limit of up to \$100,000.00 per project (discretion of the Committee may be given to the amount).
- One application per organization (if applicant is requesting assistance with water and wastewater issues, two applications may be considered).

Chairman Brown returned to the meeting at this time and was present for the remainder of items heard

Auditor's Office: Discussion and possible action relative to establishment of a Leases/Leased Assets Policy.

Ms. Tacy Oneto-Rouen, Auditor-Controller, addressed the Board and summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full. In summary, the Governmental Accounting Standards Board (GASB) issued GASB Statement 87 requiring entities to include significant leases in their financial statements. The effective date for the County was the 2021-22 fiscal year. A Leases/Leased Assets Policy contributes to the objective of controlling the extent of the County's reporting obligations under GASB 87. The County Leases/Leased Assets Policy provides a materiality threshold for evaluating which Leases are material to the County's Audited Financial Statements. Establishing a Lease Policy with a materiality threshold of \$10,000 reduces the current reporting requirements to only reporting 8 GASB 87 Leases at an annual cost of \$6,500.00 with the vendor. Ms. Oneto-Rouen stated in determining the materiality threshold, staff analyzed the County's financial situation and various leases with the external audit firm; both parties feel that a \$10,000 materiality threshold meets the County's needs, the public's needs, and is reasonable in nature and amount.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Oneto, seconded by Supervisor Crew and unanimously carried to adopt the following Resolution adopting a Leases/Leased Assets Policy.

RESOLUTION NO. 23-010

Resolution adopting a Leases/Leased Assets Policy

Minutes: Review and possible approval of the December 20, 2022 Board of Supervisors Meeting Minutes and January 10, 2023 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Oneto and unanimously carried to approve the January 10, 2023 Board of Supervisors Meeting Minutes.

ADJOURNMENT: Until Tuesday, January 24, 2023 at 8:30 a.m.

Jeff Brown, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County,

January 24, 2023 CONSENT MINUTES

5.a. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

ACTION: Approved-Resolution No. 23-011

5.b. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000

ACTION: Approved

5.c. Risk Management: Budget increase to Workers Compensation budget 7961-51500 for \$33,509, Insurance and Bonds, to cover premium adjustments for underestimated payroll during the program period.

ACTION: Approved

5.d. Sign the Right of Way Certification for Pine Grove Corridor Improvement Project

ACTION: Approved

5.e. Declaring the Month of February as Teen Dating Violence Awareness and Prevention in Amador County.

ACTION: Approved-Resolution No. 23-012

5.f. Probation Officer Association (POA) Side Letter of Agreement

ACTION: Approved

5.g. Management Resolution Regarding Salaries and Fringe Benefits

ACTION: Approved-Resolution No. 23-013

5.h. Consolidated Salary Schedule Revisions

ACTION: Approved

5.i. Social Services Department – Eligibility Worker I/II

ACTION: Approved

5.j. Behavioral Health Agreement with Kings View to provide Electronic Health Records support and enhancements, 07012023-06302026

ACTION: Approved

5.k. Approve proposed agreement with American Legion Ambulance for transportation of behavioral health clients and for reimbursement of costs; authorize Chairman to sign the final negotiated agreement after review and approval by Director of Behavioral Health and County Counsel.

ACTION: Approved

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: February 14, 2023

SUBJECT

Building Department-Limited Density Owner-Built Rural Dwelling / LD223162 - Pappas

Recommendation:

Adopt the resolution and authorize the Chairperson to sign the "Agreement".

4/5 vote required:

No

Distribution Instructions:

Building Department

ATTACHMENTS

- [LD223162_Pappas_Resolution.docx](#)
- [LD223162_Pappas_Agreement.pdf](#)

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER-) RESOLUTION NO. 22-xxx
BUILT RURAL DWELLING – Mike Pappas and Linda Pappas)

WHEREAS, Mike Pappas and Linda Pappas (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on 13601 Ridge Court, Sutter Creek property; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their February 14th, 2023 meeting for Building Permit #LD223162; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 Uniform Building Code Cycle.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Built Rural Dwelling Agreement by and between the County of Amador and Mike Pappas and Linda Pappas on the terms and conditions contained therein as it relates to Building Permit #LD223162.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 14th day of February, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Jeff Brown
Chair, Board of Supervisors

ATTEST:

JENNIFER BURNS,
Clerk of the Board of Supervisors,
Amador County, California

By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 042-040-003-000
Limited Density Rural Dwelling: LD223162

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is entered into as of February 14th, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Mike Pappas and Linda Pappas, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE AREA OF SUTTER CREEK, COUNTY OF AMADOR, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A-1 OF PARCEL MAP NO 1315 IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA AS PER MAP RECORDED MAY 6, 1974 IN BOOK 24 PAGE 29 OF MAPS AND PLATS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL TWO:

A NONEXCLUSIVE EASEMENT FOR ROAD AND UTILITY PURPOSES 60 FEET WIDE. OVER AND ACROSS THOSE ROUTES SHOWN AND DELINEATED ON PARCEL MAP NO. 111 IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA AS PER MAP RECORDED OCTOBER 7, 1971 IN BOOK 18 PAGE 83 OF MAPS AND PLATS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO: 042-040-003.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 Uniform Building Code Cycle.

B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.

C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

D. Owner is aware that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15.10 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.

3.3 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may

pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

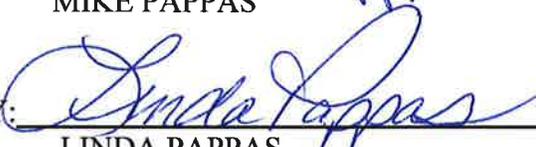
7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: MIKE PAPPAS AND LINDA PAPPAS

BY: _____
Richard M. Forster Jeffrey Brown
Chair, Board of Supervisors

BY: 
MIKE PAPPAS

BY: 
LINDA PAPPAS

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of AMADOR }

On 1-23-2023 before me, JODI M. WILMARTH Notary Public
(Here insert name and title of the officer)

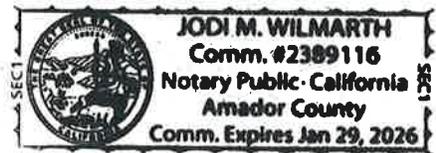
personally appeared MIKE PAPPAS AND LINDA PAPPAS,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jodi M. Wilmarth
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 1-23-23

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: February 14, 2023

SUBJECT

Public Health - Request for Medical Assistant Stipend for Health Educator I that assist in various clinics

Recommendation:

Approve 5% Medical Assistant Stipend for Health Educator I

4/5 vote required:

No

Distribution Instructions:

Please notify Joanne Hasson and Human Resources of outcome; Auditor-Controller

ATTACHMENTS

- [Staff Memo](#)

Amador County Public Health Department □

10877 Conductor Blvd., Ste. 400
Sutter Creek, CA 95685
Phone (209) 223-6407
Fax (209) 223-1562



TO: Board of Supervisors
FROM: Joanne Hasson, Director of Public Health
DATE: 02/14/2023
RE: Health Educator I/Medical Assistant - Proposed Stipend

I am requesting that Health Educator I who assists in our clinics as a Medical Assistant, receive a 5% Medical Assistant stipend. This position provides services to medical personnel in the following activities:

- Delivery of childhood/adult vaccines, including injectable and PPD placements during immunization clinics, specialty clinics, and as needed to ensure the safety of the community during a hazardous event (under the direction of the Amador County Health Officer).
- Tuberculosis Screenings of school based personnel

This request has been reviewed and approved by County Administrative Officer Chuck Iley.

Recommendation: Approve 5% Medical Assistant stipend for Health Educator I as requested.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 14, 2023

SUBJECT

General Services Administration: RFP 22-25 After Action Report for COVID-19. The report is required by the State and funded by a grant from the State. No General Fund dollars are being utilized for this report.

Recommendation:

1) Award RFP 22-25 to Connect Consulting Services in an amount not to exceed \$77,000.00 for the 22-23 fiscal year; 2) Authorize the Public Health Director, and County Counsel to negotiate final terms and conditions and develop a contract based on the Sample Agreement, Connect Consulting Services proposal dated December 22, 2022, and RFP 22-25 and; 3) Approve the Board Chairman to execute the said agreement with Connect Consulting Services for the 22-23 fiscal year contingent upon agreeable terms and conditions.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Joanne Hasson, Holly Sandman, Diana Evensen - PH

ATTACHMENTS

- [BOS MEMO RFP 22-25 1.20.23.pdf](#)
- [RFP 22-25 Bid.RFP Receipt Log.pdf](#)
- [RFP 22-25 Evaluation Sheet 1.17.23.xlsx](#)
- [Connect Consulting Proposal 12.20.22.pdf](#)
- [Sample Service Agreement.pdf](#)

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642
LOCATION: 12200-B Airport Road, Martell, CA 95654
PHONE: (209) 223-6377 E-MAIL: dwhitaker@amadorgov.org



MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Purchasing Manager 

DATE: January 20, 2023

RE: RFP 22-25 After Action Report for COVID-19

On Thursday, December 22, 2022, at 1:30 PM Amador County Request for Proposals, RFP 22-25 were received, opened, and read publicly for After Action Report for COVID-19. Attached for reference is the bid receipt.

An Evaluation Committee was formed consisting of three (3) members from the Public Health Department. Sixteen (16) proposals were received and evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. The top-scoring proposal was provided by Connect Consulting Services. Attached for reference is the evaluation score sheet.

In addition to our legal ads and posting on Public Purchase, six (6) firms were provided an invitation. Of the two thousand, eight hundred, twenty-one (2821) firms sent notifications via Public Purchase; forty-six (46) firms accessed the information.

Interviews were not conducted, as the information provided by each proposer was sufficient to determine the best candidate for the award. The recommendation is to award the contract to Connect Consulting Services in an amount not to exceed \$77,000.00. Of the sixteen (16) firms evaluated, Connect Consulting Services provided the best overall proposal for the following reasons:

1. Connect Consulting Services is the most experienced with rural COVID After Action Reports.
2. Connect Consulting Services is the only vendor with CalOES Access and Functional needs (AFN) experience.
3. All vendor staff are Homeland Security Exercise & Evaluation Program (HSEEP) credentialed.
4. Connect Consulting Services had the most detailed milestones and management plan that not only meets the tight timetable constraints, but also provides built-in timeline buffers.

Based upon the Evaluation Committee's review, the following is recommended.

Recommendation: **1)** Award RFP 22-25 to Connect Consulting Services in an amount not to exceed \$77,000.00 for the 22-23 fiscal year; **2)** Authorize the Public Health Director, and County Counsel to negotiate final terms and conditions and develop a contract based on the Sample Agreement, Connect Consulting Services proposal dated December 22, 2022, and RFP 22-25 and; **3)** Approve the Board Chairman to execute the said agreement with Connect Consulting Services for the 22-23 fiscal year contingent upon agreeable terms and conditions.

Cc: Chuck Iley, CAO
Jon Hopkins, Director of General Services
Greg Gillott, County Counsel
Joanne Hasson, Public Health Director
Holly Sandman, EP & R Program Manager
Diana Evensen, Program Manager
file

Attachments: Bid/RFP Receipt Log
Evaluation Score Sheets
Connect Consulting Services Proposal
Sample Agreement

GENERAL SERVICES ADMINISTRATION

Purchasing Division

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA 95654

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. RFP 22-25

Project Title: Public Health After Action Report for the COVID 19 Pandemic

BID/RFP DUE DATE: 12/22/2022

DUE TIME: 1:30 PM

FACILITATOR: Public Health

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Amount
1	Vendor Name: <u>Katmai Solutions</u> City/State: <u>Soldotna, AK</u> Date/Time Received: <u>12-12-22 @ 9:05</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
2	Vendor Name: <u>Michael Brady Emergency Management Consultants</u> City/State: <u>Arroyo Grande, CA</u> Date/Time Received: <u>12-15-22 @ 3:15</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
3	Vendor Name: <u>CH Consulting Group</u> City/State: <u>St. Paul, MN</u> Date/Time Received: <u>12-19-22 @ 3:01</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
4	Vendor Name: <u>Tamarack Mgmt.</u> City/State: <u>Kapaa, HI</u> Date/Time Received: <u>12-20-22 @ 9:59</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)

No.	Vendor Information	Amount
5	Vendor Name: <u>Bio-Defense Network Harlan Goodman Dolgin</u> City/State: <u>Phoenix, AZ</u> Date/Time Received: <u>12-21-22 @ 11:45</u> Received By: <u>SK</u>	(✓)1 – Original (✓)4 – Copies (✓)1 – Electronic copy (cd or flash drive in Word format)
6	Vendor Name: <u>Endpoint EMS John Hillhouse Eaglesham Jr.</u> City/State: <u>Solvang, CA</u> Date/Time Received: <u>12-21-22 @ 11:45</u> Received By: <u>SK</u>	(✓)1 – Original (✓)4 – Copies (✓)1 – Electronic copy (cd or flash drive in Word format)
7	Vendor Name: <u>Navigating Preparedness Associates Lee Harold Rosenberg</u> City/State: <u>Lafayette, CA</u> Date/Time Received: <u>12-21-22 @ 11:45</u> Received By: <u>SK</u>	(✓)1 – Original (✓)4 – Copies (✓)1 – Electronic copy (cd or flash drive in Word format) * no sealed cost proposal
8	Vendor Name: <u>Gibbas Consulting Eric John Sheehan</u> City/State: <u>Lynn, MA</u> Date/Time Received: <u>12-21-22 @ 11:45</u> Received By: <u>SK</u>	(✓)1 – Original (✓)4 – Copies (✓)1 – Electronic copy (cd or flash drive in Word format)
9	Vendor Name: <u>Resource Development Associates</u> City/State: <u>Oakland, CA</u> Date/Time Received: <u>12-21-22 @ 11:45</u> Received By: <u>SK</u>	(✓)1 – Original (✓)4 – Copies (✓)1 – Electronic copy (cd or flash drive in Word format)
10	Vendor Name: <u>Hagerty Consulting, Inc.</u> City/State: <u>Evanston, IL</u> Date/Time Received: <u>12-21-22 @ 11:45</u> Received By: <u>SK</u>	(✓)1 – Original (✓)4 – Copies (✓)1 – Electronic copy (cd or flash drive in Word format)

No.	Vendor Information	Amount
11	Vendor Name: <u>Emergency Preparedness Solutions</u> City/State: <u>Utica, NY</u> Date/Time Received: <u>12-21-22 @ 1:50</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
12	Vendor Name: <u>Witt's O'Briens</u> City/State: <u>Houston, TX</u> Date/Time Received: <u>12-21-22 @ 4:35</u> Received By: <u>SK</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
13	Vendor Name: <u>Chloeta</u> City/State: <u>Oklahoma City, OK</u> Date/Time Received: <u>12-22-22 @ 10:40</u> Received By: <u>RM</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
14	Vendor Name: <u>AARC Consultants</u> City/State: <u>Houston, TX</u> Date/Time Received: <u>12-22-22 @ 10:40</u> Received By: <u>RM</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
15	Vendor Name: <u>Centurion Solutions</u> City/State: <u>Bryan, TX</u> Date/Time Received: <u>12-22-22 @ 10:40</u> Received By: <u>RM</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)
16	Vendor Name: <u>Connect Consulting Services</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>12-22-22 @ 11:25</u> Received By: <u>RM</u>	<input checked="" type="checkbox"/> 1 – Original <input checked="" type="checkbox"/> 4 – Copies <input checked="" type="checkbox"/> 1 – Electronic copy (cd or flash drive in Word format)

Proposal Evaluations RFP 22-25 Contract Services for Public Health After-Action Report for the COVID-19 Pandemic																
The Evaluation Committee was made up of three (3) members																
CATEGORIES	Max Points	Proposers 0-20 Points	Weight	Proposer 1 Katmai Solutions	Max Points	Proposers 0-20 Points	Weight	Proposer 2 Emergency Mgmt Consultants	Max Points	Proposers 0-20 Points	Weight	Proposer 3 CH Consulting	Max Points	Proposers 0-20 Points	Weight	Proposer 4 Tamarak Mgmt
	Weighted Score			Weighted Score				Weighted Score				Weighted Score				Weighted Score
A. Quality and Responsiveness of the Proposal			30%				30%				30%				30%	
A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested specifically in the RFP is included. Proposal contains a detailed discussion of the project showing the Respondent's understanding of the project requirements and constraints.	20	4.33		6.50	20	15.33		23.00	20	14.67		22.01	20	16.33		24.50
B. Scope of Work/Services			20%				20%				20%				20%	
B.1. Proposal includes the Respondent's basic scope of services, objectives and intended results of the services to be provided. Proposal summarizes how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services. Proposal discusses any requirements not addressed in this RFP and any constraints in providing the services listed herein. Proposal includes a work plan with a detailed description of the approach and methodology to be used to meet the objectives of the project. Include geographic locations where the services are to be provided, quality control measures, numbers of meetings to be held, total participants projected, types of groups or individuals to be contacted reflecting the different stakeholders for the work, specific needs as required, etc.	20	8.67		8.67	20	14.33		14.33	20	14.67		14.67	20	15.33		15.33
C. Staffing			10%				10%				10%				10%	
C.1. Proposal contains a List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and resumes. Include an organizational chart of personnel providing services. Also identify the extent of Amador County Public Health Department personnel involvement deemed necessary, including number of estimated hours required and expertise required of the Amador County Public Health Department.	20	9.00		4.50	20	17.33		8.67	20	14.00		7.00	20	17.33		8.67
D. Experience and Qualifications			20%				20%				20%				20%	
D.1. Proposal includes a description of the nature of the Respondent's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.	20	8.67		8.67	20	16.00		16.00	20	16.67		16.67	20	15.67		15.67
E. Cost Proposal-Evaluated after the Preliminary Eval is Complete			20%				20%				20%				20%	
E.1. RFP contains a detailed, task-related or scheduled-related cost proposal based upon anticipated hours for services to be provided, each task and hourly rates for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs and any reimbursable expenses. Each proposed task should be accompanied by a not to exceed cap on costs. Basis for charging on a time and materials basis for preparation of optional elements should be listed and fully explained. The Respondent shall submit a detailed budget that includes without limitation costs of required staffing and all associated costs to complete the Work/Project. Scored according to RFP rating scale.	20	14.76		14.76	20	8.38		8.38	20	9.99		9.99	20	9.71		9.71
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent	100	45.43			100	71.37			100	70.00			100	74.37		
TOTAL WEIGHT (100%)			100.00%				100.00%				100.00%				100.00%	
TOTAL WEIGHTED POINTS				43.09				70.37				70.32				73.88

Final eval WITH cost 1.17.2023
Signature/Date

Proposal Evaluations RFP 22-25 Contract Services for Public Health After-Action Report for the COVID-19 Pandemic																
The Evaluation Committee was made up of three (3) members																
CATEGORIES																
	Max Points	Proposers 0-20 Points	Weight	Proposer 5 Bio Defense Network Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 6 Endpoint EMS Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 7 Navigating Preparedness Assoc Weighted Score	Max Points	Proposers 0-20 Points	Weight	Proposer 8 Gibbous Consulting Weighted Score
A. Quality and Responsiveness of the Proposal			30%				30%				30%				30%	
A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested specifically in the RFP is included. Proposal contains a detailed discussion of the project showing the Respondent's understanding of the project requirements and constraints.	20	13.33		20.00	20	16.33		24.50	20	16.00		24.00	20	12.67		19.01
B. Scope of Work/Services			20%				20%				20%				20%	
B.1. Proposal includes the Respondent's basic scope of services, objectives and intended results of the services to be provided. Proposal summarizes how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services. Proposal discusses any requirements not addressed in this RFP and any constraints in providing the services listed herein. Proposal includes a work plan with a detailed description of the approach and methodology to be used to meet the objectives of the project. Include geographic locations where the services are to be provided, quality control measures, numbers of meetings to be held, total participants projected, types of groups or individuals to be contacted reflecting the different stakeholders for the work, specific needs as required, etc.	20	13.67		13.67	20	17.67		17.67	20	15.00		15.00	20	11.33		11.33
C. Staffing			10%				10%				10%				10%	
C.1. Proposal contains a List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and resumes. Include an organizational chart of personnel providing services. Also identify the extent of Amador County Public Health Department personnel involvement deemed necessary, including number of estimated hours required and expertise required of the Amador County Public Health Department.	20	12.67		6.34	20	16.67		8.34	20	16.33		8.17	20	12.00		6.00
D. Experience and Qualifications			20%				20%				20%				20%	
D.1. Proposal includes a description of the nature of the Respondent's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.	20	14.33		14.33	20	17.00		17.00	20	17.67		17.67	20	12.33		12.33
E. Cost Proposal Evaluated after the Preliminary Eval is Complete			20%				20%				20%				20%	
E.1. RFP contains a detailed, task related or scheduled related cost proposal based upon anticipated hours for services to be provided, each task and hourly rates for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs and any reimbursable expenses. Each proposed task should be accompanied by a not to exceed cap on costs. Basis for charging on a time and materials basis for preparation of optional elements should be listed and fully explained. The Respondent shall submit a detailed budget that includes without limitation costs of required staffing and all associated costs to complete the Work/Project. Scored according to RFP rating scale.	20	11.76		11.76	20	11.57		11.57	20	17.48		17.48	20	9.75		9.75
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent	100	65.76	100.00%	66.09	100	79.24	100.00%	79.07	100	82.48	100.00%	82.32	100	58.08	100.00%	58.42
TOTAL WEIGHTED (100%)																
TOTAL WEIGHTED POINTS				66.09				79.07				82.32				58.42

Final eval WITH cost 1.17.2023

Signature/Date

Proposal Evaluations RFP 22-25 Contract Services for Public Health After-Action Report for the COVID-19 Pandemic																
The Evaluation Committee was made up of three (3) members																
CATEGORIES																
	Max Points	Proposers 0-20 Points	Weight	Proposer 9 Resource Development	Max Points	Proposers 0-20 Points	Weight	Proposer 10 Hegerly Consulting	Max Points	Proposers 0-20 Points	Weight	Proposer 11 Emergency Preparedness Solutions	Max Points	Proposers 0-20 Points	Weight	Proposer 12 Witt's O'Briens
				Weighted Score				Weighted Score				Weighted Score				Weighted Score
A. Quality and Responsiveness of the Proposal			30%				30%				30%				30%	
A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested specifically in the RFP is included. Proposal contains a detailed discussion of the project showing the Respondent's understanding of the project requirements and constraints.	20	14.67		22.01	20	15.00		22.50	20	15.00		22.50	20	14.67		22.01
B. Scope of Work/Services			20%				20%				20%				20%	
B.1. Proposal includes the Respondent's basic scope of services, objectives and intended results of the services to be provided. Proposal summarizes how the proposal meets the RFP requirements and why the proposer is best qualified to perform these services. Proposal discusses any requirements not addressed in this RFP and any constraints in providing the services listed herein. Proposal includes a work plan with a detailed description of the approach and methodology to be used to meet the objectives of the project. Include geographic locations where the services are to be provided, quality control measures, numbers of meetings to be held, total participants projected, types of groups or individuals to be contacted reflecting the different stakeholders for the work, specific needs as required, etc.	20	14.67		14.67	20	15.00		15.00	20	13.67		13.67	20	13.67		13.67
C. Staffing			10%				10%				10%				10%	
C.1. Proposal contains a List of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and resumes. Include an organizational chart of personnel providing services. Also identify the extent of Amador County Public Health Department personnel involvement deemed necessary, including number of estimated hours required and expertise required of the Amador County Public Health Department.	20	12.33		6.17	20	13.00		6.50	20	14.33		7.17	20	13.33		6.67
D. Experience and Qualifications			20%				20%				20%				20%	
D.1. Proposal includes a description of the nature of the Respondent's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding client names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.	20	13.00		13.00	20	12.33		12.33	20	12.33		12.33	20	13.67		13.67
E. Cost Proposal Evaluated after the Preliminary Eval is Complete			20%				20%				20%				20%	
E.1. RFP contains a detailed, task-related or scheduled-related cost proposal based upon anticipated hours for services to be provided, each task and hourly rates for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs and any reimbursable expenses. Each proposed task should be accompanied by a not to exceed cap on costs. Basis for charging on a time and materials basis for preparation of optional elements should be listed and fully explained. The Respondent shall submit a detailed budget that includes without limitation costs of required staffing and all associated costs to complete the Work/Project. Scored according to RFP rating scale.	20	10.24		10.24	20	9.71		9.71	20	19.54		19.54	20	9.37		9.37
TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent	100	64.91		100.00%	100	65.04		100	74.87	100	74.87		100	64.71		100.00%
TOTAL WEIGHT (100%)																
TOTAL WEIGHTED POINTS				66.08				66.04				75.21				65.38

Proposal Evaluations RFP 22-25 Contract Services for Public Health Pandemic

The Evaluation Committee was made up of three (

CATEGORIES

A. Quality and Responsiveness of the Proposal

A.1. Proposal contains all requested information, is organized, not missing or lacking material information, is not laborious and provided relevant information. All information requested specifically in the RFP is showing the Respondent's understanding of the project requirements and constraints.

B. Scope of Work/Services

B.1. Proposal includes the Respondent's basic scope of services, objectives and intended results of the proposal meets the RFP requirements and why the proposer is best qualified to perform these services. Proposal discusses any requirements not addressed in this RFP and any constraints in providing the services. Detailed description of the approach and methodology to be used to meet the objectives of the project provided, quality control measures, numbers of meetings to be held, total participants projected, type of different stakeholders for the work, specific needs as required, etc.

C. Staffing

C.1. Proposal contains a List of personnel who will be directly assigned to provide services, together with resumes. Include an organizational chart of personnel providing services. Also identify the extent of involvement deemed necessary, including number of estimated hours required and expertise required.

D. Experience and Qualifications

D.1. Proposal includes a description of the nature of the Respondent's present work, including a copy of resumes of staff who worked on those projects, and corresponding client's names, titles, addresses and phone numbers. Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of previous work.

E. Cost Proposal-Evaluated after the Preliminary Eval is Complete

E.1. RFP contains a detailed, task-related or scheduled-related cost proposal based upon anticipated costs for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs. Proposal to be accompanied by a cap on costs. Basis for charging on a time and materials basis shall be explained. The Respondent shall submit a detailed budget that includes without limitation costs of materials and Work/Project. Scored according to RFP rating scale.

TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent

TOTAL WEIGHT (100%)

TOTAL WEIGHTED POINTS

Final eval WITH cost 1.17.2023

Signature/Date

th After-Action Report for the COVID-19

	Max Points	Proposers 0-20 Points	Weight	Propo Chlc
(3) members				Weighte
ation, does not have numerous spelling or grammatical errors, is included. Proposal contains a detailed discussion of the project	20	11.67	30%	17.
ne services to be provided. Proposal summarizes how the ces. services listed herein. Proposal includes a work plan with a ect. Include geographic locations where the services are to be pes of groups or individuals to be contacted reflecting the	20	10.67	20%	10.
with a discussion of each member s responsibilities and f Amador County Public Health Department personnel ed of the Amador County Public Health Department.	20	10.33	10%	5.
prehensive list of current and past work on similar projects, numbers. For any projects referenced in the Statement of e of any special licensing or qualifications required to perform the	20	12.33	20%	12.
d hours for services to be provided, each task and hourly rates for sts and any reimbursable expenses. Each proposed task should for preparation of optional elements should be listed and fully required staffing and all associated costs to complete the	20	20.00	20%	20.
Excellent	100	65.00	100.00%	65.

Proposer 13	Max Points	Proposers 0-20 Points	Weight	Proposer 14	Max Points	Proposers 0-20 Points	Weight
beta				AARC Consultants			
Weighted Score				Weighted Score			
			30%				30%
16.51	20	16.33		24.50	20	16.00	
			20%				20%
14.67	20	15.33		15.33	20	14.00	
			10%				10%
11.17	20	14.00		7.00	20	14.67	
			20%				20%
12.33	20	12.33		12.33	20	14.00	
			20%				20%
11.00	20	11.43		11.43	20	9.81	
	100	69.42			100	68.48	
67			100.00%	70.59			100.00%

Proposer 15	Max Points	Proposers 0-20 Points	Weight	Proposer 16
Centurion Solutions				Connect Consulting Services
Weighted Score				Weighted Score
			30%	
24.00	20	18.67		28.01
			20%	
14.00	20	18.33		18.33
			10%	
7.33	20	18.33		9.17
			20%	
14.00	20	18.33		18.33
			20%	
9.81	20	11.31		11.31
	100	84.97		
69.14			100.00%	85.14



Connect Consulting Services

Emergency Preparedness

Planning | Training | Exercises

Proposal to Develop the Public Health After-Action Report for the COVID-19 Pandemic

RFP 22-25

Submitted to:
Amador County Public Health
County of Amador
10877 Conductor Blvd
Sutter Creek, CA. 95685

December 22, 2022

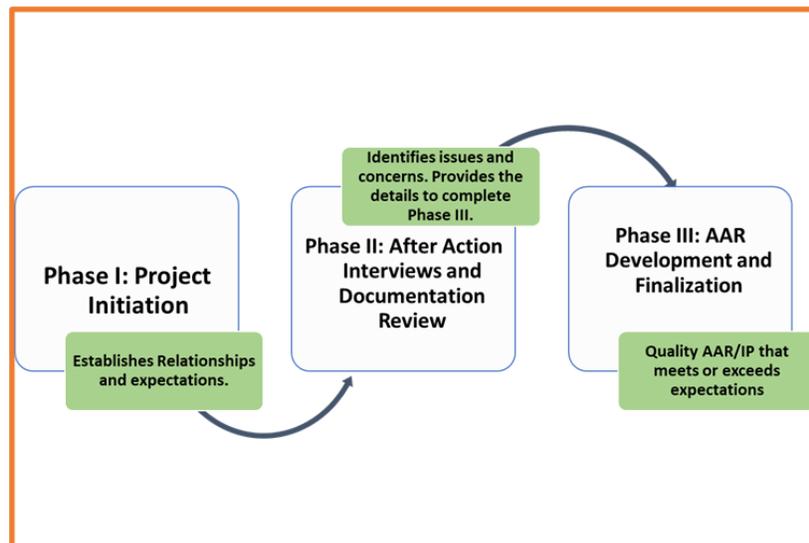




Table of Contents

Transmittal Letter	1
Scope of Work/Services	2
Scope, Objectives and Intended Results	2
RFP Requirements and Why Connect Consulting	2
Additional requirements and Constraints	2
Staffing	3
Personnel Proposed	3
Organization Chart.....	4
ACPH Personnel Involvement	5
Resumes	6
Statement of Experience and Qualifications.....	15
Reference Projects	17
Past Performance 1: California Department of State Hospitals.....	17
Past Performance 2: County of Merced, Dept of Public Health.....	18
Past Performance 3: Health Center Network of Nebraska	18
Keisha Bradford, Director of Strategic Initiatives KMB@hcannebraska.org.....	18
3929 South 147 th St., Suite 100A Omaha, NE 68144.....	18
Work: 402-933-3519 Cell: 586-873-7628	18
Execution of Sample Agreement.....	19
Cost Proposal.....	20
Compensation	20
Project Schedule	21
Executive Summary	22
Demonstration of Project Understanding.....	24
Work Plan.....	25
Phase I: Project Initiation	26
Phase II: After Action Interviews and Documentation Review	28
Phase III: AAR Development and Finalization	29

Nora O'Brien, MPA, CEM
Chief Executive Officer



Transmittal Letter

December 15, 2022

Amador County Public Health
County of Amador
10877 Conductor Blvd
Sutter Creek, CA. 95685

Connect Consulting Services is a California Corporation with a primary office in Sacramento, CA. CCS is a certified California Small Business (ID 2007001), a Certified Woman Business Enterprise (WBE) by the California Public Utilities Commission (21000025), and a California Department of Transportation certified DBE - Disadvantaged Business Enterprise (50641).

Connect Consulting has developed AARs for Public Health and Healthcare Organizations across the nation in response to the COVID-19 pandemic and understands the unique issues and considerations surrounding this unprecedented response. We stand ready to begin immediately and work collaboratively with ACPH to ensure that the resulting AAR provides you with a resource to guide future preparedness activities.

Any questions concerning this proposal should be directed to Nora O'Brien, CEO of Connect Consulting Services, who is authorized to negotiate and contractually obligate Connect. Her contact information is provided below should you have any questions or requests for clarification.

Respectfully,

A handwritten signature in blue ink, appearing to read "Nora O'Brien", is displayed on a light gray rectangular background.

Nora O'Brien, MPA, CEM
Chief Executive Officer
Connect Consulting Services
Office: (916) 758-3220
Mobile: (916) 806-7361
Nora@ConnectConsulting.biz

1510 J Street, Suite 115, Sacramento, CA 95814
(916) 758-3220 www.connectconsulting.biz

Scope of Work/Services

Scope, Objectives and Intended Results

Connect Consulting Services (CCS) is prepared to provide the ACPH with facilitation and research assistance to develop a comprehensive AAR. Our services are outlined in detail in the work plan section and include document reviews, interviews of key personnel, meeting and debrief session facilitation and AAR development.

Objectives:

- Research and analysis to identify root causes for any issues
- Identification of significant successes for incorporation into plans and procedures
- Development of a comprehensive AAR to guide preparedness actions.

Intended Results:

- A detailed After-Action Report that serves as a roadmap to strengthening preparedness for future ACPH responses.

RFP Requirements and Why Connect Consulting

This proposal has been developed with an attention to the specific requirements outlined in RFP 22-25 and the response to questions. All sections required are included with detailed information to ensure that ACPH can easily locate information and understand the processes proposed.



WHY CONNECT CONSULTING?

- **DOCUMENTED EXPERIENCE**
- **HIGHLY QUALIFIED STAFF**
- **COMPETITIVE AND REALISTIC COST**
- **REALISTIC AND ATTAINABLE SCHEDULE**

Additional requirements and Constraints

CCS has not identified any additional requirements not addressed in the RFP. The only constraints noted are to the schedule. CCS is depending on ACPH and your personnel to meet review and document submission timelines to ensure that the overall project remains on schedule,

Staffing

CCS staff proposed to support ACPH bring decades of experience and wide-ranging expertise. Below are brief biographical sketches for our personnel followed by their resumes.

Personnel Proposed

Nora O'Brien, MPA, CEM. CEO Connect Consulting Services, Contract Manager

Ms. O'Brien is the Chief Executive Officer of Connect Consulting Services, an award-winning national healthcare emergency management and business continuity planning firm that works with hundreds of clients throughout the country. She is also an Adjunct Instructor for the Federal Emergency Management Agency (FEMA) teaching the FEMA Basic Academy and the Advanced Public Information Officer Courses including L145-HSEEP. She has a **master's degree in Public Affairs** with a concentration in Disaster and Emergency Management and received the **Certified Emergency Manager (CEM)** designation from the International Association of Emergency Managers. She has completed the Harvard School of Government's Leadership in Crisis Executive Education Course and the MIT Business Continuity and Crisis Communication Course.

Karen Garrison, Project Manager, PMP Candidate

Karen is the Vice President for Operations at Connect Consulting. Mrs. Garrison directs multiple emergency management consulting projects for healthcare providers including: Federally Qualified Health Centers (FQHC), PACE Programs, Hospitals, Skilled Nursing Facilities as well as counties and state agencies. She has managed the development of After-Action Reports for the COVID-19 response for more than 20 clients since 2019. Karen will manage all aspects of the project, as well as supporting Document Reviews, Meeting Facilitation, and AAR Development. She will obtain her PMP certification in 2023.

Rebekah Kines, Analyst and Planning Subject Matter Expert

Rebekah has more than 10 years of emergency management planning experience specializing in emergency planning for large scale events. She served as a Planner for the Texas Planning Commission where she wrote plans for partner agencies such as long-term care agencies and community-based organizations. She also served as an Emergency Specialist for the City of Arlington where she planned for large events such as the Super Bowl and World Series. She created emergency situational reports to discuss response and recovery efforts for events to include NBA All Star Games, Multiple Musical Concerts, World Series Baseball Tournaments, Super Bowl XLV, multiple severe weather events and sheltering operations during hurricanes Ike and Gustav. Rebekah will be responsible for Document Reviews, Meeting Facilitation, and AAR Development.

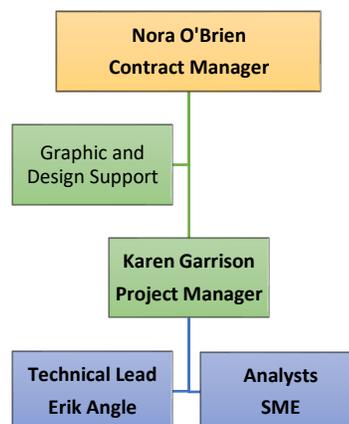
Erik Angle, RN, MEP. Task Lead for the AAR Development

Erik is the CCS Director of Training and Exercises and serves as the Emergency Preparedness Coordinator for the Sutter Roseville Medical Center. He trains staff of the Emergency Department, also the whole hospital group and EMS/First Responder personnel in the realm of Emergency Medical Systems, Trauma Management and Disaster Preparedness. He has planned, designed, and run multiple disaster drills internally and with key community and federal partners and he is a certified Master Exercise Practitioner (MEP). As a MEP, he embraces the guiding principles of the Homeland Security Exercise and Evaluation Program (HSEEP) and has extensive experience with writing Master Event Scenario Lists (MSELs), Exercise Plans, Situation Manuals, and Acter Action Reports. Erik is also the key contact with community and federal partners, such as the California Office of Emergency Services (CalOES); Public Health Department, ambulance, fire and law enforcement services, the Federal Bureau of Investigation (FBI) and National Disaster Medical Systems (NDMS). Erik will be responsible for Document Reviews, Meeting Facilitation, and will lead the AAR Development.

Wayne Tripp, MEP.

Wayne Tripp has more than 30 years of experience working in instructional design and development. As a Project Manager for training, planning, and exercise contracts, Mr. Tripp has developed training for clients including FEMA and the American Red Cross. Wayne managed the team converting legacy courseware for the Red Cross from Instructor-Led to interactive web-based training. Mr. Tripp was Task Order Manager in support of the FEMA National Exercise Program from 2005 to 2012. As a Master Exercise Practitioner (MEP), Wayne is very familiar with the HSEEP AAR doctrine. Wayne will be supporting the Document Reviews and the AAR Development.

Organization Chart



ACPH Personnel Involvement

CCS anticipates that ACPH personnel will be available to facilitate contact with agency personnel, review draft deliverables and coordinate space for and invitations for meetings and debriefing sessions. Other than agency requirements related to contract management we anticipate that an average of 2 to 4 hours of time exclusive of meetings will be required each week throughout the contract period of performance.

Resumes

Nora O'Brien, MPA, CEM

Chief Executive Officer/Owner

Education

Masters of Public Affairs,
Disaster and Emergency
Management, 2008

B.S. Political Science,
International Relations,
2004

Harvard Kennedy School of
Government Executive
Education, 2008

Massachusetts Institute of
Technology Business
Continuity Executive
Education, 2016

Highlights

President and CEO of a
woman-owned national
emergency management
and business continuity
planning firm

Connect Consulting
Services Named 2018
Sacramento SBA District
Woman-Owned Business of
the Year

CCS is CMAS Vendor- 4-
18-03-0723B, California
Certified Small Business,
and a SMUD SEED Vendor

Certified Emergency
Manager®, International
Association of Emergency
Managers 2010-2025

Extensive background in
Community organizing &
community building for
diverse populations and
stakeholders

Developed and delivered
training for in person,
webinar, Blackboard, and
Learning Management
System (LMS) formats.

FEMA Adjunct Instructor,
Basic Academy

Profile

Founder and Chief Executive Officer of Connect Consulting Services, Inc. an emergency management and business continuity planning firm formed in August 2009 to assist clients with tools and resources to plan for, respond to, and recover from disasters great and small.

Experience

[Connect Consulting Services, Inc.](#), **Chief Executive Officer and Owner, Sacramento, CA, August 2009 – Present**

Projects have included: Centers for Medicare and Medicaid Services (CMS) Emergency Preparedness Compliance Planning. Training Development and delivery topics have included active shooter, workplace violence reduction, emergency management plan development, business continuity, incident command and National Incident Management System (NIMS), hospital evacuation, drill and exercise planning, infectious disease, medical surge planning, alternate care site planning, emergency management 101, media relations and public information officer duties, emergency operations plan development, hazard vulnerability assessments, and business continuity planning. Developed and delivered training for in-person, webinar, Blackboard, and Learning Management System (LMS) formats. Complete client project list is available upon request.

[C2 Technologies](#)- **FEMA Adjunct Instructor- July 2019- present**

Teach the Federal Emergency Management Agency (FEMA) Basic Academy Course upon request.

[Emergency Management Magazine](#), **Contributing Writer, October 2014- 2017**

Wrote regular blog on public health, medical planning, and policy.

[Center for Domestic Preparedness](#), **Instructor, Anniston, AL (SAIC), February 2011 – February 2014**

Health Care and Hospital Advanced Public Information Officer Course Instructor in which students exercise standing up a Multiagency Coordination Joint Information Center to coordinate media messaging across sectors and jurisdictions. Serve as an exercise facilitator that requires the use of a Master Events Scenario List (MSEL).

Healthcare Emergency Preparedness Certificate Program Faculty, Butler Co Community College, PA, December 2011- October 2012

Served as faculty for the online Healthcare Emergency Preparedness Certificate Program (HEPC) and taught three courses- Healthcare Preparedness Parts I and II and Public Health and Pandemic Planning via the Blackboard-based course curriculum design and student instruction format.

[California Primary Care Association](#), **Sacramento, CA, January 2001 – August 2009 – Senior Regional Advocate, Senior Program Analyst, Associate Director, Planning and Program Development**

- *Public Information Officer*: Creation of media outreach campaigns to support CPCA advocacy work.
- *Training Infrastructure*: Creation of training courses- developed training content for WebEx, videoconference, GeoLearning LMS, CPCA Help Desk Libraries, and in-person modalities.

Project Experience

Completed hundreds of emergency management and business continuity planning and training projects for clients in 40 states

Regular speaker at national and international emergency management and business continuity conferences

Emergency/ Disaster Activations

Cedar Fire (2003)
Hurricane Katrina (2005)
Southern CA Wildfires (2007, '08)
H1N1 Pandemic Flu Outbreak (2009)
Hurricane Sandy (2012, '13)
Boles Fire (2015)
Camp Fire (2018)
COVID-19 Pandemic (2020)

- *Grants Development and Management:* Secured and managed \$3.82 million in funding for emergency preparedness grants for CPCA since 2003 from federal and private funders.
- *Advocacy:* Through the advocacy and education of local, state, and national public health officials, CCHCs received \$25 million since 2003 in emergency management training, and equipment to enhance their preparedness and response capacity.

ACES, Association for Children for Enforcement of Support, 1994 – 2000 California State Director- Policy Development and Media Advocacy

- *Legislative work:* Created successful legislative advocacy for child support reform that led to the creation of the California Department of Child Support Services.
- *Public Information Officer:* Developed and implemented public awareness campaigns for local, state, and national media outlets to support ACES' advocacy work including CNBC's "Hardball," PBS' "News Hour", The Washington Post, The San Francisco Chronicle, and The Los Angeles Times. Conducted hundreds of interviews with local, state, and national print, television, and radio outlets.

Education

Park University: Masters of Public Affairs, Disaster & Emergency Management, December 2008 GPA 3.94

Massachusetts Institute of Technology, Executive Education: Crisis Management and Business Continuity -August 2016

Harvard Kennedy School of Government Executive Education: Leadership in Crises: Performance and Preparation, April 2008

California State University at Long Beach: B.A. Political Science, International Relations, 2004

Certified Emergency Manager Status

[Certified Emergency Manager \(CEM\)](#) certification by the International Association of Emergency Managers – October 2010- December 2020

Speaking Engagements (Partial)

Medicare Compliance Summit - September 2020
National Association of Community Health Centers Community Health Institute - September 2020
Small Business Administration InterRise Solve It Conference- March 2020
National Association of Community Health Centers- Policies and Issues Forum- March 2020
Health Choice Network- June 2019, 2018
Strategies 2.0 Community Wildfire Exercise- February 2018
University of Chicago Graham School Webinar- March 2018
Partners in Preparedness – April 2018
National Association of Community Health Centers Agricultural Health Conference- May 2018
IAEM Canada Conference- June 2018
IAEM Healthcare Caucus Symposium – November 2017

Emergency/Disaster Activations

Cedar Fire (2003)
Hurricane Katrina (2005)
Southern California Wildfires (2007 and 2008)
H1N1 Pandemic Influenza Outbreak (2009)
Hurricane Sandy (2012)
Boles Wildfire (2015)
Camp Fire (2018)
COVID-19 (2020-

Emergency Management/ Business Continuity Courses Completed/ Teach (Partial)

IS-100 HC- Introduction to Incident Command System (ICS)
IS-200 HC- ICS for Single Resources and Initial Action Incidents
IS-700- National Incident Command System
IS- 800- National Response Framework
IS- 547a- Fundamentals of Business Continuity
E110- Foundations of Emergency Management Train-the-Trainer Course May 2015
California Specialized Training Institute (CSTI) Basic Mission and Intermediate Support Team (MST) Training
Certified CSTI Instructor – SEMS (Standardized Emergency Management System) Combined Course (ICS-100, IS-700, IS-800, IS-701, IS-706)
Certified CSTI Instructor – G775 and G191
Basic Terrorism Awareness / Fusion Center Outreach- Central California Intelligence Center's (CCIC)
FEMA Emergency Management Basic Academy Training Instructor

Professional Associations

[International Association of Emergency Managers \(IAEM\)](#)- Member, Immediate Past Chair, Healthcare Caucus, Membership Committee
[InfraGard](#), Member, Sacramento Chapter
[California Medical Assistance Team](#) Member Disaster Medical Assistance Team 11, Sacramento
[California National Guard](#) Community Relations Board Member

Awards

National Association of Community Health Centers -Grassroots MVP Award, January 2005
Association for Children for Enforcement of Support -Golden Heart Award, August 2002
Connect Consulting Services Named Sacramento District SBA Woman-Owned Business of the Year- 2018



Connect Consulting Services
Engage | Prepare | Recover

Karen Garrison
San Francisco, CA Mobile: 415-823-0345

Key Skills and Expertise:

- Project Management
- Staff Supervision
- Aging Services, CMS, and The Joint Commission
Emergency Management SME
- COVID-19 After Action
- Writing and Facilitating Training Curriculum
- Technical Writing and Editing
- Strategic Planning
- Audit and Monitoring Visit Preparation
- Contract Negotiation
- Policy Creation
- Development of Data Collections Systems and Reporting
- Resource Guide Development
- Public Sector Proposal Writing

EDUCATION:

San Diego State University, San Diego, CA
B.A. Physical Education /Sports Medicine

El Camino College, Torrance CA
A.A. General Studies

Connect Consulting Services

Vice President of Operations -April 2022 to Present

Oversees all emergency management, business continuity, training, exercise, and COVID-19 After Action Report projects. Responsible for quality control of all work product, development of extensive project workplans, client engagement strategies and management of all project staff and outside consultants. Development of project and operational infrastructure including, human resources, development of project budgets and statements of work and business development.

Covid-19 After Action Report and Improvement Plan Experience

Design, management, and implementation of multiple comprehensive COVID-19 AAR-IP Projects for Health Care Providers and local health departments including: Montana PCA, Oklahoma PCA, Alabama Primary Health Care Association (PCA), Association for Utah Community Health, California PCA, Community Health of the Dakotas, Community Clinic Consortium, County of Merced Public Health, County of Solano of Health and Social Services, Sacramento LGBTQ+ Community Center, Tennessee PCA, Wyoming PCA, and the Washington Primary Care Association

Director of Health and Community Services- January 2021 to March 2022

Leads multiple emergency operations and business continuity planning projects to support CMS healthcare providers, community based non-profit organizations, state, and local and state agencies. In addition, provides supervision of healthcare planners, manages their project tasks, hours, and budget analysis.

Director of Aging Services - July 2017 to December 2020

Manages emergency management consulting projects for CMS healthcare providers, community based not for profit organizations, county, and state agencies and is a Subject Matter Expert on Aging Services and Vulnerable Populations.

Project Management: Directs a variety of emergency management projects including, developing emergency plans, detailed workplans to manage project deliverables, managing project deliverables, budgets, and documents.

Research and Data Analysis: Principal researcher for regulatory frameworks including: Center's for Medicare and Medicaid (CMS), Community Care Licensing and other licensing systems.

Curriculum Development and Training Facilitation: Develops and facilitates emergency management training curriculum both in person training (i.e. staff trainings, conference presentations) or delivered through a webinar format.

Karen Garrison, Connect Consulting Services

Development of Programs for Seniors and Disabled Adults

Directed programs and services that support seniors and disabled adults including:

- Clinical Case Management
- National Service Programs
- Senior Centers
- Specialized Residential Dementia Services
- Special Projects

Writing and Editing: Community resource and FAQ guidance documents, comprehensive emergency management templates, emergency plans, public sector proposals, compliance review tools and educational materials, detailed project workplans, writing and editing of CCS propriety materials.

NON-PROFIT EXPERIENCE

Felton Institute / Family Service Agency of San Francisco
Program Director: Foster Grandparent, Senior Companion and Case Management Programs

February 2010 to July 2017

Simultaneously directed three community-based programs including:

- **Case Management Program:** Supervised case manager and interns to provide comprehensive clinical case management services to frail, homebound older adults and disabled adults, managed client caseloads, provided ongoing supervision, conducted complex client satisfaction surveys, wrote comprehensive funding proposals and reports, managed all reporting requirements.
- **Foster Grandparent and Senior Companion Programs:** Directed all aspects of these federally funded volunteer programs for low-income older adults. Wrote comprehensive federal funding proposals and reports, developed data collection systems, managed program budgets, developed training curriculum, and facilitated staff and volunteer training, negotiated over 30 Memorandums of Understandings, oversaw recruitment and placement activities.

Director of Senior Services

Bernal Heights Neighborhood Center, San Francisco, -June 2000 to January '10

Lead the Senior Services Department that provides case management, housing and community services for seniors and disabled adults. Responsibilities included: writing public sector and private foundation funding proposals and reports, maintained city contracts, budget management of 8 staff and co-supervised UCSF Student Nurses (MENP Program).

Account Manager

Bon Appetite Management Company, San Francisco, CA Feb 1999 to Feb 2000

Primarily responsible for the day to day operations of the private kitchen at the University of San Francisco. Managed staff, schedules, special events, accounting, weekly and monthly billing, oversight of budgets and other administrative duties.

Alzheimer Care Center Director

Hillsdale Manor, San Mateo, CA -August 1996 to December 1998

Primarily responsible for all aspects of an in-house program for 45 residents with mid to late stage Alzheimer's disease or a related dementia. Responsible for program development of recreational and care systems, budgeting, program outreach, family education and support, supervision of a large staff and family relations.



Rebekah Kines

Planning Specialist (O) 817-707-1619

Connect Consulting Services Rebekah@ConnectConsulting.biz

Education

-Bachelor of Science in Criminal Justice, 2004
Sul Ross State University: Alpine, TX
<https://www.sulross.edu/>

Project Experience

-Super Bowl XLV EOC Operations

-World Series EOC Operations-2010

-Hurricane Ike and Gustav mass sheltering operations

Courses Completed

-IS-00100
-IS-00200
-IS-00700
-IS-08000
-IS-00292
-IS-00546
-IS-00547

Profile

Planning Specialist with Connect Consulting Services with over 10 years' experience in emergency management planning, response, and recovery.

Experience

**[Connect Consulting Services](#), Planning Specialist, Sacramento, CA
December 2021-Current**

- Provide Business Continuity Planning for state and local agencies.
- Work with private and government agencies to ensure compliancy in Emergency Planning .

[Transformative Leadership Academy](#), Volunteer Coordinator, Monahans, TX, June 2018-Current

- Work within a team of board members to develop Policy and Procedures for all school operations, with a lead role on development and annual implementation of P&P specific to parent led activities and fundraisers.

**[City of Arlington](#), Emergency Management Coordinator, Arlington, TX
July 2009-November 2011**

- Enhanced emergency preparedness, commanding oversight, and maintenance of over \$10 million plus in inventory and equipment as well as \$100,000 in annual department budget.
- Created emergency situational reports to discuss response and recovery efforts for events to include NBA All Star Games, Multiple Musical Concerts, World Series Baseball Tournaments, Super Bowl XLV, multiple severe weather events and sheltering operations during hurricanes Ike and Gustav.

**[City of Arlington](#), Emergency Management Planner, Arlington, TX
October 2006-July 2009**

- Worked with local hospital districts, trauma regions, school districts and public safety officials to implement pandemic and mass casualty planning.

[Permian Basin Regional Planning Commission](#), Emergency Management Planner, Midland TX February 2005-October 2006

- Coordinated regional interoperability project and regional response plans as well as served on Regional Public Health advisory committee.



1510 J Street, Suite 115, Sacramento, CA 95814 www.ConnectConsulting.biz

Erik Angle, R.N., MICN., MEP, NHDP

Emergency Management Subject Matter Expert

Education

[College of the Redwoods](#),
Associate Science
Nursing, 2000

License and Certifications

- California BRN (RN)
- American Heart Association (CPR, PALS, ACLS)
- American College of Surgeons (ATCN)
- Emergency Nurse's Association (TNCC)
- FEMA/Department of Homeland Security (MEP, ITC)
- Sierra Sacramento Valley EMS Agency (MICN)
- American Nursing Credentialing Center (NHDP)

Key Skills and Expertise

- Emergency and Trauma Nursing
- Joint Commission (TJC) Emergency Management Compliance
- Centers for Medicare and Medicaid Services (CMS) Emergency Management Compliance
- Emergency Management Program and Emergency Operations Plan (EOP) Development & Revision
- Hospital Incident Command System (HICS), ICS 100, 200, 700, and 800 Training
- Hazard Vulnerability Analysis (HVA)
- Emergency Management Planning & Exercises
- Homeland Security Exercise and Evaluation Program (HSEEP)
- Master Exercise Practitioner (MEP)
- OSHA/Cal OSHA First Receivers Hazmat

Profile

Erik has over 25 years of experience in the field of EMS. He received my first All-Hazard Emergency Management/Hazmat training as an EMT and Emergency Department Lead Trauma Technician in 1994. Erik has continued to receive training for an all-hazard response since and provides Sutter Roseville Medical Center staff and their EMS Partners All-Hazard Emergency Management/Hazmat/WMD Decontamination courses. Also, he is the primary designated Liaison Officer for the medical center for coordination with local, state, and federal agencies and responsible for designing the policies in the realm of Emergency Management/Hazmat/WMD Decontamination not only for their facility and has designed them as templates for Sutter Health System-wide. He was also a member of the national HICS Advisory Board with the Center for HICS Education since 2015 and a member of the National HICS Advisory Board with the California Emergency Services Authority (EMSA) since 2017.

Experience

[Connect Consulting Services](#), Training and Exercise Specialist, Sacramento, CA, 2016 – Present

Provides extensive emergency management education for hospital and pre-hospital providers

[Center for Domestic Preparedness](#), Instructor, 2016 - Present

Adjunct instructor in Anniston, Alabama, doing trainings for the nation's leading training center for emergency management education

[Sutter Roseville Medical Center Emergency Department](#), Emergency Preparedness Coordinator, 2010 - Present

- Ran trainings for the staff of the Emergency Department and the whole hospital group, including EMS/First Responder personnel in the realm of Emergency Medical Systems, Trauma Management and Disaster Preparedness
- Created Disaster and Emergency Department policy for all Sutter Affiliates in system
- Planned, designed, ran multiple disaster drills internally and with key community and federal partners
- Worked closely with the EMS Agency and have created multiple policies for the Sierra Sacramento Valley (S-SV) EMS Agency used in the 10-county EMS Region
- Key contact with our community and federal partners, such as the OES; Health Departments, ambulance, fire and law enforcement services, FBI, and National Disaster Medical Systems

Rural Response LLC, Consultant, 2009 - Present

Provides extensive emergency management education for hospital and pre-hospital providers.

[Rideout Health Group Rideout Medical Center Emergency Department](#), 2000 - 2010

- Emergency Room Nurse
- Emergency Room Triage/Charge Nurse
- Emergency Room ER Technician Supervisor
- Trauma Program Coordinator
- EMS Program Coordinator
- Emergency Management Program Coordinator

Decontamination Training and Response

- OSHA/Cal OSHA Ebola Virus Disease (EVD) Training and Response
- Hospital Evacuation Planning & Exercises
- Active Shooter/Hostage Training and Exercises
- Healthcare/EMS Mass Casualty Response Training & Exercises
- Healthcare Safety, Security & Emergency Response, Healthcare Workplace Violence

General Hospital Emergency Department, 1993 - 2000

- Emergency Medical Technician (EMT)
- Emergency Room Technician (ER Tech)
- Lead Emergency Room Technician (ER Tech)

Committees Served On

- S-SV Emergency Medical Control and Regional and State Trauma Committees
- Placer County Emergency Preparedness Committee
- Sacramento County Emergency Preparedness Committee
- Region III-IV Disaster Medical Health Group Committees
- Region III ChemPack Planning Committee
- State of California Trauma Systems Committee
- Chair of the Placer County Emergency Medical Control Committee
- Chair of the Sutter Health Valley System Emergency Preparedness Committee
- Co-Chair of the Sierra Sacramento Valley Regional Emergency Preparedness Committee

Wayne J. Tripp, MEP

Consultant, Connect Consulting Services

Areas of Expertise

Project Management
Emergency Management
Emergency Response
Continuity Planning
Instructional Design
Training Delivery

Education

B.S., Marine Biology 1983

Other Qualifications

Master Exercise Practitioner (MEP), Federal Emergency Management Agency (2004)

Project Experience

Completed hundreds of emergency management planning, exercise, and training projects for clients in more than 40 states

Profile

Has more than 30 years of experience working in the emergency management field. As a Project Manager for training, planning and exercise contracts, he was responsible for management of contracts with annual revenue between \$2.5 and \$9.7 million, development of annual and project budgets for the business unit, hiring and supervision of between 35 and 85 direct and indirect reporting staff working in a combination of field offices and home offices. He was task order manager in support of the National Exercise Program from 2005 to 2009, coordinating more than 200 exercises including the Tactical Interoperable Communications Program validation exercise series. He has developed training for clients including the American Red Cross and FEMA using the ADDIE model, including the development of eLearning courses.

Experience

Independent Consultant, June 2015 – Present

- Responsible for supporting emergency management planning, training, and exercise projects for clients
- Provided planning and operational support to local governments dealing with COVID-19

GP Strategies, Program Manager, Homeland Security and Emergency Management Programs, July 2005 – February 2015

- Program Manager for the Homeland Security, Defense and Emergency management Business Unit, overseeing a team of project managers and personnel supporting contracts for Federal, State and Local government clients nationwide. Responsible for the overall performance of the BU on all contracts, and for client relationship management
- Project Manager for the Domestic Preparedness Equipment Training Assistance Program (DPETAP) developing and delivering CBRN training to more than 300,000 First Responders nationwide
- Managed team of 40 employees providing Local Health Department planning, training, exercise, and grants management support statewide for a State Department of Health
- Developed and delivered catastrophic preparedness training for the American Red Cross at the Clara Barton Center for Domestic Preparedness®

Other Experience

- American Red Cross disaster response leader since 1992, serving on more than 17 presidentially declared disaster nationwide.
- Served as ESF #6 staff in FEMA NRCC and JFO's.
- Eagle Scout, former District Commissioner, De Soto Area Council BSA
- Retired Volunteer Firefighter (1975-2005)
- Testified for US Senate Homeland Security and Government Affairs subcommittee as SME concerning Radiological Preparedness.

Statement of Experience and Qualifications

Connect Consulting Services is currently under contract with CalOES and the California Department of State Hospitals as noted in the table below. CCS is also a sub-contractor supporting the development of a State level Covid-19 AAR across all state agencies for the State of New York.

Client	Brief Description	Staff Involved
Merced County Department of Public Health and Social Services 2017-2022	<ul style="list-style-type: none"> Developed the Department of Public Health Covid-19 AAR/IP Developed the Merced County Healthcare Coalition Covid-19 AAR/IP 	<ul style="list-style-type: none"> O'Brien Garrison Kines Angle
State and Regional Primary Care Associations 2020-Present	<ul style="list-style-type: none"> Provided more than 25 PCA's with COVID-19 AAR facilitation and written reports 	<ul style="list-style-type: none"> O'Brien Garrison Angle Kines
Multiple Nationwide Clients 2020-Present	<ul style="list-style-type: none"> Developed and conducted more than 75 webinar and in-person COVID-19 related trainings 	<ul style="list-style-type: none"> O'Brien Garrison Angle Kines
American Red Cross Gold Country Region 2021-2022	<ul style="list-style-type: none"> After Action Report & Improvement Plan for the response to the 2021 wildfires 	<ul style="list-style-type: none"> O'Brien Garrison Angle Tripp
California Governor's Office of Emergency Services 2022-Present	<ul style="list-style-type: none"> Updating and maintaining the CalOES Access and Functional Needs Emergency Management Resource Library 	<ul style="list-style-type: none"> O'Brien Garrison Kines
California Department of State Hospitals 2020-2022	<ul style="list-style-type: none"> Developed standardized Emergency Operations Plans and Business Continuity Plans for six facilities. Conducted Tabletop and Functional Exercises for five State Hospitals and the DSH Headquarters in Sacramento. Wrote After Action Reports for each of the exercises. 	<ul style="list-style-type: none"> O'Brien Garrison Angle Kines Tripp
California Department of State Hospitals Just Awarded	<ul style="list-style-type: none"> Review and update BCPs and EOPs across the DSH system 	<ul style="list-style-type: none"> O'Brien Garrison Angle

Client	Brief Description	Staff Involved
	<ul style="list-style-type: none"> • Develop Mitigation Plans for each Hospital • Develop and conduct Functional and Full-Scale Exercises 	<ul style="list-style-type: none"> • Kines • Tripp

State and Regional Primary Care Associations: PCA's support Federally Qualified Health Centers (FQHC's) and we have provided the following PCA's with COVID-19 AAR facilitation and written reports since March of 2020.

- Alabama Primary Health Care Association
- Association for Utah Community Health,
- California Primary Care Association
- Community Health of the Dakotas
- Community Health Association of the Mountain Plain States
- Community Clinic Consortium of Solano and Contra Costa Counties
- Family Health Matters Community Health Center
- Georgia Primary Care Association
- Association of Nebraska Community Health Centers
- Iowa Primary Care Association
- Missouri Primary Care Association
- Montana Primary Care Association
- Nevada Primary Care Association
- Northwest Primary Care Association
- Oklahoma Primary Care Association
- Redwood Community Health Coalition (Sonoma, Napa, Marin, and Yolo Counties)
- Tennessee Primary Care Association
- Wyoming Primary Care Association
- West Virginia Primary Care Association

Solano County Department of Public Health and Social Services:

- 2018: Developed the Solano County Public Health Response Plan and the County Medical and Health Coordination Plan (MHOAC) and conducted a Business Impact Analysis.
- Spring 2022: Extensive update of their Public Health Emergency Operations Plan and new Pandemic Annex to become accredited using Public Health Accreditation Board Compliance Standards.

Merced County Department of Public Health and Social Services:

- 2017- 2019: Developed the Merced County Fatality Management Plan.
- 2018-19: Developed and conducted a Business Continuity Planning Training.
- 2018- 2019: Designed and conducted Crisis & Emergency Risk Communication (CERC) functional exercises.
- Spring 2022: Developed the Merced County Public Health and Merced County Healthcare Coalition Covid-19 AAR/IP.

Vista Community Clinic:

- 2020: updated the infections control plans, aerosolized transmission, and respiratory protection plans for a large network of clinics serving 30,000+ primary and preventative health patients in San Diego, Riverside, and Imperial Counties.

Related Educational/Training Experiences

The personnel proposed by Connect Consulting have all received training that prepares them to support the Department of State Hospitals. Specific training achievements include:

Name	Degree	CEM	MEP	HSEEP
O'Brien – Contract Manager	MPA	X		X
Garrison – Project Manager	BA			X
Kines – Senior Analyst	BS			X
Angle - SME	RN		X	X
Tripp – SME	BS		X	X

Reference Projects

Past Performance 1: California Department of State Hospitals

CCS recently completed an extensive 24-month project for the **California Department of State Hospitals (DSH)** to standardize and update their Emergency Operations (6) and Business Continuity Plans (6) as well building a robust comprehensive staff training and exercise program at all DSH Hospitals and the DSH Sacramento Headquarters. These 12 Emergency Operation Plans (EOP) and Business Continuity Plans (BCP) are an opportunity for DSH to standardize plans, incorporate and update all EOP and BCP functions and increase interoperability across the hospital system. As part of the Emergency Operations Plan update, CCS has also updated each hospital’s pandemic plan and fatality management plans that addresses and evaluated how the DSH Hospitals were deeply impacted by the COVID-19 pandemic.

Staff: O’Brien, Garrison, Angle, Kines, and Tripp

California Department of State Hospitals

1600 9th Street, Sacramento, CA 95814

Sean Tracy, Chief, Enterprise Health and Safety Officer

916 204-4529 sean.tracy@dsh.ca.gov

Past Performance 2: County of Merced, Dept of Public Health

From 2017- 2022. CCS developed and conducted a Business Continuity Planning Training session on how to conduct a Business Impact Analysis and to build a business continuity plan for the **Merced County Healthcare Preparedness Coalition Members**, developed and conducted a Business Continuity Tabletop Exercise and After-Action Report. CCS also tasked to write the Merced County Fatality Management Plan Annex with coordination with the Merced Emergency Medical Services (EMS), the County Coroner and Sheriff's Department. Lastly, CCS developed and facilitated two Crisis Emergency and Risk Communication Trainings, functional exercises, and After-Action Reports for Merced County Public Health personnel to test their CERC plan elements. In March 2022, CCS completed the Merced County Healthcare Coalition and Public Health COVID AAR through surveys, polls, key informant interviews, and a COVID-19 AAR Workshop.

Staff: O'Brien, Garrison, Angle, and Kines

County of Merced, Dept of Public Health

260 E. 15th St. Merced, CA 95341

Ilesha Sanders, Public Health Coordinator

209 381-1104 isanders@co.merced.ca.us

Past Performance 3: Health Center Network of Nebraska

Starting in 2020, Connect Consulting Services has developed a Nebraska FQHC specific CMS Emergency Preparedness Compliance Toolkit, created, and delivered training courses. led exercises and provided technical assistance to the health centers: Incident Command and Incident Action Planning, MOU training, CMS emergency preparedness compliance and exercise design planning courses for HCAN community health center members. CCS also designed and facilitated a COVID-19 After Action Report Workshop for the HCAN, Iowa and Wyoming Primary Care Association members.

Staff: O'Brien, Garrison, Angle

Keisha Bradford, Director of Strategic Initiatives KMB@hcannebraska.org

3929 South 147th St., Suite 100A | Omaha, NE 68144

Work: 402-933-3519 | Cell: 586-873-7628

Execution of Sample Agreement

The Chief Executive Officer of Connect Consulting Services has reviewed the Sample Agreement (RFP Exhibit A) and has no exceptions or changes noted.

Cost Proposal

Connect Consulting Services has provided our Cost Proposal in a separate sealed envelope.

Compensation

Connect Consulting Services has provided our Compensation information in a separate sealed envelope.

Project Schedule

CCS has developed our schedule based on the information provided in the RFP. All days reflect business days. The schedule includes submission of the draft AAR for ACPH review within 30 days of the After-Action Debriefing and a final AAR within 60 days of the After-Action Meeting.

Task	Days	Start	Finish
Contract Period of Performance	106 days	1/18/2023	6/15/2023
Phase 1: Project Initiation	10 days	1/18/2023	1/31/2023
Coordinate Project Planning Meeting	5 days	1/18/2023	1/24/2023
Submit Draft Agenda	0 days	1/18/2023	1/18/2023
Conduct Meeting	0 days	1/24/2023	1/24/2023
Establish Document Sharing Website	0 days	1/27/2023	1/27/2023
Submit Meeting Summary	0 days	1/31/2023	1/31/2023
Phase 2: After Action Interviews and Documentation Review	45 days	2/7/2023	4/12/2023
Document Reviews	15 days	2/7/2023	3/1/2023
County provides relevant documents	0 days	2/7/2023	2/7/2023
Document review and identification of questions	15 days	2/8/2023	3/1/2023
After-action debriefing	30 days	3/2/2023	4/12/2023
Coordinate and Schedule after-action debriefing	10 days	3/2/2023	3/15/2023
Provide Debriefing Materials for review	0 days	3/15/2023	3/15/2023
Conduct after-action debriefing	1 day	3/30/2023	3/30/2023
Submit Summary	0 days	4/6/2023	4/6/2023
Schedule Small group Interviews	5 days	3/31/2023	4/6/2023
Conduct Small group Interviews	4 days	4/7/2023	4/12/2023
Phase 3: AAR Development and Finalization	46 days	4/13/2023	6/15/2023
Develop Annotated Outline	5 days	4/13/2023	4/19/2023
Submit Outline for review	0 days	4/19/2023	4/19/2023
County reviews outline submits comments	5 days	4/20/2023	4/26/2023
Develop Intial Draft of AAR	10 days	4/27/2023	5/10/2023
Submit Draft AAR	0 days	5/10/2023	5/10/2023
County reviews Draft AAR	5 days	5/11/2023	5/17/2023
Conduct AAR review meeting	0 days	5/24/2023	5/24/2023
Revise and prepare final version of the AAR	15 days	5/25/2023	6/14/2023
Submit Final AAR	0 days	6/15/2023	6/15/2023

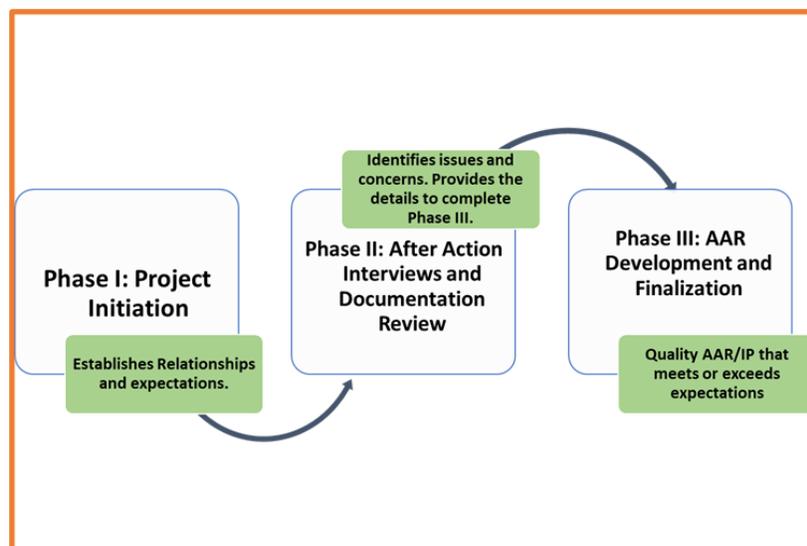
Executive Summary

Connect Consulting Services (CCS) is prepared to provide the ACPH with facilitation and research assistance to develop a comprehensive AAR. Our services are outlined in detail in the work plan section and include document reviews, interviews of key personnel, meeting and debrief session facilitation and AAR development. Our project Approach incorporates best practices from previous similar contracts and is designed to minimize the amount of time required by ACPH.

Our approach and project management plan are based on achieving the following Objectives:

- Research and analysis to identify root causes for any issues
- Identification of significant successes for incorporation into plans and procedures
- Development of a comprehensive AAR to guide preparedness actions.

The collaborative process proposed ensures that ACPH will receive a detailed After-Action Report that serves as a roadmap to strengthening preparedness for future ACPH responses.



Connect Consulting is proposing personnel that have broad experience in identifying root causes for issues and developing comprehensive Improvement Plans that provide our clients with practical and achievable preparedness goals and objectives. Our past clients represent a cross section of sizes and types of agencies from government and non-government sectors with significant experience with healthcare organizations.

The proposed budget provides ACPH with a cost-effective commitment of personnel by CCS while keeping the overall cost to ACPH low. Our schedule meets or exceeds all identified constraints while providing adequate time for reviews and revisions.

Connect Consulting and all of our staff are committed to ensuring that ACPH expectations are not only met but are exceeded. Our project management philosophy is client focused and empowers everyone to achieve outstanding collaborative results.



Demonstration of Project Understanding

Connect Consulting understands that the Amador County Public Health Department desires to obtain an After-Action Report (AAR) that focuses on strengths and weaknesses with regard to processes, procedures, and capabilities regarding Amador County's response to the COVID-19 Pandemic. The importance of conducting this review quickly to capture accurate information before memories fade is paramount. Personnel changes, other priorities and return to normal activities all can impact the information available from agency staff. CCS also recognizes that the department is still conducting response and recovery efforts related to the Covid-19 pandemic, and has developed an approach that is intended to minimize the impact on staff time.

The combination of document reviews, debriefing session and individual or small group interviews has proven effective in gathering accurate and detailed observations concerning the response. We understand the pressures on ACPH and are committed to helping you move to the next level of preparedness for any future events.

Work Plan

Throughout all our engagements, CCS has built successful client relationships based on trust, open communication, attention to detail, competency, and compassion for the people who are impacted by our work. We do not just talk about our values; we align them specifically to each client and take actions to validate and build successful relationships related to every action associated with each project. We know our job is to complete the deliverables from day one of each project, but how we get there is based on our approach to providing seamless support for our clients. Below are some of the key characteristics under which every member of our team operates.



The CCS team brings these imperatives to ACPH. Our proposed approach provides ACPH with a process that meets or exceeds all timelines while minimizing the impact on daily operations

Phase I: Project Initiation

The Initial Planning Meeting is the most important meeting for both the CCS Team and ACPH. During this virtual meeting, project technical and scheduling requirements are established, including the planned dates for each deliverable. The communication and reporting responsibilities are established and key contacts for needed information identified as well as planning team members from ACPH. CCS will assist ACPH in identifying specific areas of the response which ACPH feels are of particular importance as well as developing a list of strengths and gap analysis questions.

The content for bi-weekly reports is agreed to, and any requirements for more frequent reporting established. CCS has found that a bi-weekly report containing a summary of activities for the period, current activities, progress against milestones, upcoming meetings, issues identified, and an ongoing list of issues and actions for the contract is useful for both CCS and our clients to maintain a shared understanding of progress and plans.

CCS will work closely with ACPH to identify stakeholders and contacts that will be asked to contribute to the development of the AAR. Documentation such as plans, logs, and other communications and guidance which are important to the analysis are identified and requested from ACPH.

These planning and coordination activities provide the framework for subsequent phases. Additional virtual meetings will be scheduled as necessary to review progress and address any identified issues or challenges.

Management Plan

The CCS Project Management approach maintains a strong focus on quality and client satisfaction through attention to technical quality and completeness, actual work to project schedule and cost controls. The Project Manager is accountable to the CCS CEO for meeting contract requirements on time and within budget. At all times our Project Manager will maintain open and frequent communications with ACPH Project Lead, ensuring that there is a continuous flow of information and coordination on any challenges or issues encountered. Our project management approach is designed to ensure that issues or challenges do not become problems by resolving them as they are identified.

KEY DELIVERABLES FOR PHASE I

Project Management Plan.

CCS will develop a detailed work plan outlining the objectives, activities, milestones, and dependencies to complete the project tasks within the project timeline. The Project Management Plan is first reviewed at the kickoff meeting and is then updated with any changes as the project progresses.

Meeting Documents.

CCS will prepare all meeting materials including but not limited to, printouts of drafts, PowerPoint presentations, sign-in sheets, and meeting notes. For each meeting and conference call, CCS will provide meeting notes no more than three days after a meeting.

Microsoft Teams file sharing project site

CCS will establish a TEAMS site hosted by CCS to establish a repository for project documentation allowing centralized access to review drafts and final documents.

The Management Plan identifies the key aspects of the project including the following components:

- **Project Scope & Deliverables:** An outline of the boundaries of the project, and a description of how the project will be broken down into measurable deliverables
 - This section provides both CCS and ACPH with clearly defined scope of work for the project.
- **Project Schedule:** A high-level view of project tasks and milestones
 - The project schedule is one of the three key aspects that CCS Project Managers monitor to measure project performance and identify issues.
- **Project Resources:** The budget, personnel, and other resources required to meet project goals
 - Management of assigned resources to ensure that desired performance objectives are met is key to effective and quality project implementation.
- **Risk and Issue Management Plan:** A list of factors that could derail the project and a plan for how issues will be identified, addressed, and controlled
 - By defining identified risk factors, the CCS Project Manager can develop strategies and approaches to mitigate them before they become an issue.
- **Communication Management Plan:** A plan for how team and stakeholder communication will be handled over the course of the project
 - Ongoing informal and formal communications within the team allows CCS to maintain a clear understanding of progress and challenges. Ongoing formal and informal communication between the CCS Project Manager and ACPH ensures that ACPH is always aware of project status, opportunities to provide support addressing developing challenges and familiarity with progress.

The CCS Project Manager maintains a focus on the three Project Management components of Technical (including quality assurance), Cost (expenditures over time compared to budget expenditures), and Schedule (whether the project tasks are progressing at the desired pace or if adjustments to the schedule may become necessary).

The CCS Project Manager maintains frequent (at least weekly, depending on the stage of the project) communications with CCS team members, and provides ACPH with a bi-weekly status report. In the event of a rapidly developing concern, the CCS Project Manager will communicate the concerns immediately to ACPH and provide suggested corrective actions for consideration or solicit recommendations from ACPH. This communication is crucial as part of our risk management approach – no one likes a surprise, especially when it is potentially unpleasant!

Phase II: After Action Interviews and Documentation Review

Phase II represents the heart of the process to develop a comprehensive and useful After-Action Report. At the project initiation meeting, CCS will work with the ACPH staff to identify policies, plans, and procedures that featured prominently in the COVID-19 response and will start gathering these documents for review. CCS will also request appropriate incident documentation, including Incident Action Plans, Situation Reports, and emergency public information and notifications.

Following receipt of documents from ACPH, CCS will utilize a data collection tool based on the HSEEP AAR template to collect observations on potential issues or recurrent areas of concern, as well as activities that represent notable successes. The information will be used to develop the topics for discussion at the After-Action Debriefing session. Document review allows us to gain an understanding of the county's existing plans and to determine how they were used over the course of the pandemic.

The results of the document review will be used to develop the presentation and read-ahead materials for the on-site **after-action debriefing**. All draft materials will be provided to ACPH for review and distribution with meeting invitations at least two weeks prior to the workshop. ACPH will be responsible for providing an appropriate venue and distributing invitations. CCS will provide a lead facilitator and additional facilitators for up to three breakout groups. The facilitator will work closely with ACPH during the workshop to ensure that discussion focusses on the identified questions and remains issue focused and not become a discussion of individuals or personalities.

Depending on the specific attendance at the debriefing and issues identified, CCS will conduct up to ten virtual small group (3 to 5 attendees) or individual interviews to collect additional observations and considerations. Invitees and topics will be coordinated with ACPH and a summary of each session provided.

KEY DELIVERABLES FOR PHASE II

Document Review Summary

CCS will provide a summary of initial findings based on the documentation review. These findings will serve as the initial topics for the After Action Debriefing.

Meeting Documents.

CCS will prepare all meeting materials including printouts of drafts, PowerPoint presentations, sign-in sheets, and meeting notes. For each meeting and conference call, CCS will provide meeting notes no more than 5 days after a meeting.

After Action Debriefing

The Debriefing will provide the stakeholders with the opportunity to examine the response through facilitated discussion. CCS will provide Up to 50 printed copies of meeting materials for the after-action debriefing

Small group Interviews.

CCS will ensure that as broad a spectrum of perspectives is considered by conducting additional virtual small group interviews.

Phase III: AAR Development and Finalization

Following the debriefing and small group interviews, the CCS team will develop an initial outline for the AAR. Based on the HSEEP template, the outline will identify capabilities, a response timeline, and issues identified related to specific capabilities. Annotations to the outline will discuss the observations from the document review as well as comments from the after-action debriefing that address each issue. The outline will be provided to ACPH for review and revisions made based on the feedback received.

Following approval of the annotated outline, the CCS team will create the draft AAR incorporating appropriate graphics and charts. The Draft AAR will represent a near-final version for discussion during the After-Action Review Meeting.

During the After-Action Review Meeting, stakeholders will be given the opportunity to provide suggestions and recommendations to improve the AAR. CCS will provide a Lead Facilitator and a note-taker during the virtual meeting, and guide the discussion to ensure that the AAR is both comprehensive, accurate and supportive of improvement actions.

Following the meeting, the CCS team will incorporate and needed changes and finalize the AAR as a professionally formatted Section 508 compliant document. The final submission will be via electronic means for distribution by ACPH.

KEY DELIVERABLES FOR PHASE III

Annotated AAR Outline.

Draft AAR

CCS will develop an initial draft within 30 business days of the debriefing..

After Action Review Meeting

CCS will conduct a two-hour session to discuss the AAR and any needed revisions..

Final AAR.

CCS will complete the AAR within 15 days of the review meeting. Upon completion and approval of the AAR content, CCS will professionally format the document.

Documentation

CCS will provide:

- Electronic copies of the interim draft deliverables throughout the planning process

EXHIBIT A
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and _Connect Consulting Services_ (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 After Action Reports for the COVID-19 Pandemic 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 After Action Reporting Services for the COVID-19 Pandemic services 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 from _____, 2023 through _____, 2023. 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.

4.2 County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant, or any or its employees or subconsultants, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule 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 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

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 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.4 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.
- 6.5 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 immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.

10.3 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 review at least monthly, pursuant to (42 CFR 455.436), 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. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a

general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).

11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

11.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 11.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to**

the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, 10877 Conductor Blvd Suite #500, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.

- 11.7 **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. **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.

13. **DOCUMENTS AND RECORDS.**

- 13.1 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.

- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 14.1 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).
- 14.2 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.

15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. While performing any services pursuant to the Agreement, being present on any County property, or using County equipment, the Consultant, its employees, subcontractors and agents (1) shall not be in any way impaired because of being under the influence of alcohol or a drug; (2) shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) shall not sell, offer, or provide alcohol or an illegal drug to another person.

15.1 If Consultant, or any employees, sub-contractors, or agents violate any of the above provisions, the County may terminate the Agreement immediately.

16. 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, Public 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. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has 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 training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement 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 Health Services Department,
Public Health Department
10877 Conductor Blvd, Suite 500, Sutter Creek, CA 95685

21. 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.
22. 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.
23. COMPLIANCE WITH CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor shall report each violation to County, and understands and agrees that County will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office. The Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
24. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.
25. DEBARMENT AND SUSPENSION. The Contractor hereby acknowledges that the County is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.
26. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)(as amended). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose to County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

COUNTY OF AMADOR

CONTRACTOR:

BY: _____
Chairman
Board of Supervisors

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: _____

ATTACHMENT A – SCOPE OF WORK

1. Includes all services specified in the County of Amador RFP Number 22-25 Contract Services for Public Health After-Action Report for the COVID-19 Pandemic and;
2. Consultant’s response to RFP 22-25 dated December 20, 2022 attached herein and;
3. Revised Statement of Work Dated XXXX XX, 202X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 202X and; (If Applicable)
5. This Agreement

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT B – COMPENSATION

Total compensation to Consultant will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed **XX Dollars and No Cents (\$0.00)** in accordance with Cost Proposal dated December 20, 2022 submitted by (Connect Consulting Services) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Consultant (Connect Consulting Services-Nora O’Brien Chief Executive Officer); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ADDITIONAL WORK

When the County requests additional work to be performed Consultant shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

These documents are hereby made a part of and incorporated herein by reference into this contract.

EXHIBIT B – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2023, made and entered into by and between the County of Amador and Connect Consulting Services (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Connect Consulting Services, a California corporation (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Social Services Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

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, HITECH regulations, 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, Social Services 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.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the

- Privacy Rule, the Security Rule and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103
- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
 - d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
 - e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
 - f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
 - g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
 - h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
 - i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
 - j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
 - k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - l. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose 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. 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 that is created, received, maintained or transmitted 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 that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors,

agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be require by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. 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, including any breach as required in Section 164.410 or security incident. 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 that is created, received, maintained or transmitted 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, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

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, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

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 Social Services Department
("Covered Entity")

By: _____
County name

By: _____
Contractor name

Date: _____

Date: _____

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Law Library Committee: Re-appointments of John Allen and Kori Tearpak, for the term January 1, 2023 through December 31, 2023; appointments of Kathryn Olson and Andrea Sexton for the term of January 1, 2023 through December 31, 2023.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

ACSC, File

ATTACHMENTS

- [Law Library Committee.pdf](#)



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF AMADOR**

500 ARGONAUT LANE • JACKSON, CA 95642
(209) 257-2600

DAWN HARMON, COURT EXECUTIVE OFFICER

January 11, 2023

Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642

RE: Appointment to the Law Library Committee
(Business & Professions Code §6301)

Dear Supervisors:

Enclosed you will find the *Agenda Transmittal Form* re-appointing members, and appointing new members, to the Law Library Committee for 2023.

For the Board's re-appointment to the committee are the following people per Business & Professions Code §6301(a)(5):

Kathryn Olson
Amador County Library
530 Sutter Street
Jackson, CA 95642
223-6405 or 223-6400
kolson@co.amador.ca.us

Andrea Sexton
Commissioner
Amador Superior Court
500 Argonaut Lane
Jackson, CA 95642
asexton@amadorcourt.org

John Allen
Attorney at Law
P.O. Box 232
Sutter Creek, CA 95685
223-5705
johnallenoffice@gmail.com

Kori Tearpak
Research Attorney
Amador Superior Court
Jackson, CA 95642
209-257-2657
ktearpak@amadorcourt.org

Sincerely,

J.S. Hermanson
Presiding Judge, Amador Superior Court



LAW LIBRARY COMMITTEE
(As of January 1, 2023)
One year term

<p>Kathryn Olson Amador County Library 530 Sutter Street Jackson, CA 95642 223-6405 or 223-6400 223-6303 (fax) kolson@co.amador.ca.us</p>	<p>Andrea Sexton Commissioner Amador Superior Court 500 Argonaut Lane Jackson, CA 95642 257-2653 asexton@amadorcourt.org</p>
<p>Kori Tearpak Research Attorney Amador Superior Court 500 Argonaut Lane Jackson, CA 95642 257-2657 ktearpak@amadorcourt.org</p>	<p>John Allen Attorney at Law P.O. Box 232 Sutter Creek, CA 95685 223-5705 johnallenoffice@gmail.com</p>

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Emergency Medical Care Committee (EMCC): Appointment of Amanda Cooper to fill the Sutter Amador Hospital Emergency Department Manager seat to the subject committee for a term of three years set to expire on February 13, 2026.

Recommendation:

Approve the appointment.

4/5 vote required:

No

Distribution Instructions:

Amanda Cooper, EMCC, File

ATTACHMENTS

- [EMCC Application - Amanda Cooper.pdf](#)

COMMITTEE MEMBER APPLICATION FORM

Date 10/4/2022

Please consider me for the following committee:
EMCC

NAME: Amanda Cooper

Mailing Address: 7555 Pitt Ranch Ct Valley Springs CA 95252

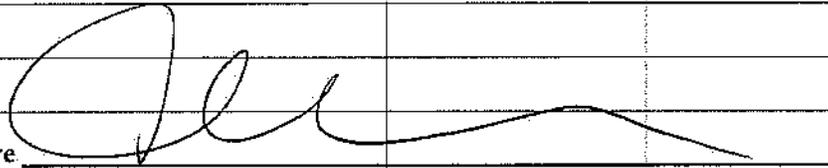
Physical Address:

Business Address: 200 Mission Blvd Jackson, CA 95642

Telephone - Home: 209 304 6285 Work: 209 223 7503

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I am currently the assistant nurse manager at Sutter Amador Emergency department. I will be replacing Rayda Ward on this committee

Signature 

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-	
<input type="checkbox"/> Application Accepted Date Appointed _____ Term Expires _____	<input type="checkbox"/> Application Rejected Committee Number _____ Supervisorial District _____

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Agricultural Advisory Committee: Reappointment of Gary Gladen as District III representative, coterminous with the District III Supervisor and reappointment of Daniel Dentone as District V, coterminous with the District V Supervisor.

Recommendation:

Approve the reappointments.

4/5 vote required:

No

Distribution Instructions:

AAC, File

ATTACHMENTS

- [Gary Gladen Application.pdf](#)
- [Daniel Dentone Application.pdf](#)

COMMITTEE MEMBER APPLICATION FORM

Date 11-25-13

Please consider me for the following committee: Agg advisory

NAME: Gary Gladen

Mailing Address: PO Box 782 Pioneer Ca 95666

Physical Address: 35026 Hwy 88 Pioneer CA

Business Address:

Telephone - Home: 295-5006

Work: 295-4006

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

land owner agg. , Timber operator, General Eng & Electrical licensed in Calif.

OK
11/25/13

Signature Gary Gladen

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisorial District 3

COMMITTEE MEMBER APPLICATION FORM

Date 02/2/2017

Please consider me for the following committee:

Amador County Agricultural Advisory Committee

NAME:

Daniel Leo Dentone

Mailing Address:

15643 MULLER Rd. Plymouth, CA 95669

Physical Address:

15643 MULLER Rd., Plymouth CA 95669

Business Address:

11171 Sun Center Dr., Ste #110 Rancho Cordova, CA 95670

Telephone - Home:

209-245-4405

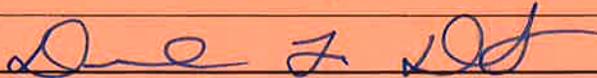
Work:

916-597-1080

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I have a background in raising cattle, swine and goats. My wife's family has been established in Amador County since about 1850 as cattle ranchers. That being said I want to see agriculture continue to prosper in Amador County for as long as possible.

Signature



*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed 2-28-17

Committee Number _____

Term Expires 12-31-18

Supervisorial District 5

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: February 14, 2023

SUBJECT

Airport Advisory Committee: Resignation of Mark Ohlau as primary to fill the seat of District IV, reappointments of Jon Luy, Richard Campbell as primary, and Jerry Wright, as alternate to fill the seat of District V, effective February 14, 2023 through December 31, 2026.

Recommendation:

Approve the resignation and reappointments.

4/5 vote required:

No

Distribution Instructions:

Airport Advisory Committee, File

ATTACHMENTS

- [Mark Ohlau Resignation.pdf](#)
- [Jon Luy Application.pdf](#)
- [Richard Campbell Application.pdf](#)
- [Jerry Wright Application.pdf](#)



Heather Peek <hpeek@amadorgov.org>

Airport Advisory Committee Reappointment, District IV

2 messages

Heather Peek <hpeek@amadorgov.org>
To: iflyu2there@yahoo.com

Mon, Jan 30, 2023 at 1:58 PM

Good afternoon Mr. Ohlau,

Your term on the Airport Advisory Committee has expired. Would you like to be reappointed? If so, we can place this on our 2/14 agenda for the Board of Supervisors to approve.

Thank you,

--

Heather Peek
Deputy Clerk of the Board
Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642
(209)223-6472
hpeek@amadorgov.org

Mark Ohlau <iflyu2there@yahoo.com>
To: Heather Peek <hpeek@amadorgov.org>

Tue, Jan 31, 2023 at 10:29 AM

Good afternoon Heather,
Thank you for the query regarding my desire to remain on the AAC. I need to advise you that I no longer reside in Amador County on a permanent basis. I wish to thank the county staff, and Board of Supervisors for the support during my tenure.
Best regards,
Mark Ohlau

Sent from my iPad

Notice: This transmission is intended for the sole use of the individual(s) and entity to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. You are hereby notified that any dissemination, distribution or duplication of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. Any unauthorized and prohibited interception, distribution or forwarding of this email will be considered in violation of the Wiretap Act, 18 U.S.C. SS [2510-2520](#), and the Stored Communications Act, 18 U.S.C. SS [2701-2710](#).

On Jan 30, 2023, at 16:58, Heather Peek <hpeek@amadorgov.org> wrote:

[Quoted text hidden]

COMMITTEE MEMBER APPLICATION FORM

Date 8-13-07

Please consider me for the following committee:

AMADOR AIRPORT COMMITTEE

Name: JON LUY

Mailing Address: 205 AMADOR ROAD

SUTTER CREEK CA 95685

Physical Address: 14415 QUARTS MT RD

Business Address: 205 AMADOR RD

SUTTER CREEK CA 95685

Telephone Numbers:

Home: 209-267-5729

Work: 209-267-0167

FAX: 209-267-0247

Please state briefly your qualifications and why you are interested in serving on this committee:

① COMMON SENSE, APPROACH TO PROBLEMS

② 31 YEARS BUSINESSMAN IN AMADOR COUNTY

③ PRESIDENT OF THE AMERICAN BONANZA SOCIETY

④ PRIVATE, INSTRUMENT PILOT

I CARE ABOUT OUR AIRPORT AND THE LONG

TERM BENEFITS TO OUR COMMUNITY.

Signature



Please be aware this completed form may be released to any member of the public or media upon request.

- For Clerks Use Only -

Application Accepted

Application Rejected

Registered Voter? Yes No

Date Appointed _____

Committee Number 101

Term Expires _____

Supervisorial District 5

COMMITTEE MEMBER APPLICATION FORM

Date _____

Please consider me for the following committee:
AIRPORT ADVISORY COMMITTEE

NAME: *RICHARD CAMPBELL*

Mailing Address: *15500 LUPE RD PINE GROVE, CA 95665*

Physical Address: *SAME*

Business Address: *SAME*

Telephone - Home: *209-296-3408* Work: *209-304-7458*

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

I AM AN AIRCRAFT OWNER (AS BESTOVER) & HAVE BEEN IN AVIATION SINCE 1964 AS A PILOT & FINE INSTRUCTOR. I BELIEVE A VIABLE AIRPORT IS ESSENTIAL FOR ECONOMY OF THE COUNTY. I WOULD LIKE TO HELP IMPROVE THE AIRPORT & INCREASE THE SERVICES TO PILOTS & THE COMMUNITY

Signature *Richard Campbell*
*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

<input type="checkbox"/> Application Accepted	<input type="checkbox"/> Application Rejected
Date Appointed _____	Committee Number _____
Term Expires _____	Supervisorial District _____

COMMITTEE MEMBER APPLICATION FORM

Date 1/9/15

Please consider me for the following committee:

Airport Advisory

NAME: Jerry Wright

Mailing Address: POB 1060, Plymouth 95669

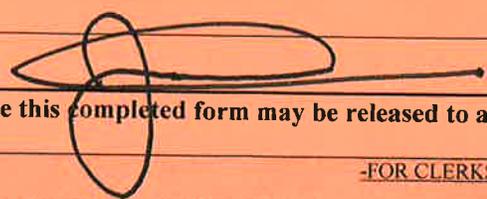
Physical Address: 10600 Sherman Road, Plymouth 95669

Business Address: "SAME" Villa Toscana Winery

Telephone - Home: 209-304-5935 Work:

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary):

- ① Own an airplane & have been flying 48 years
- ② Own (2) Businesses Villa Toscana Winery
Bella Pizza Winery
- ③ Own Old Jackson Ford dealership
- ④ Have built & sold 4,000+ multi-family units in Washington, Nevada & Calif!
Know how to make a business be successful

Signature 

*Please be aware this completed form may be released to any member of the public or media upon request.

-FOR CLERKS USE ONLY-

Application Accepted

Application Rejected

Date Appointed _____

Committee Number _____

Term Expires _____

Supervisorial District _____

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: February 14, 2023

SUBJECT

Behavioral Health Agreement with Kings View Telepsychiatry Services, for as needed temporary psychiatry services.

Recommendation:

Approve agreement

4/5 vote required:

No

Distribution Instructions:

Please return signed agreements to Raechel Razzano, Behavioral Health

ATTACHMENTS

- [Memo Kings View Telepsychiatry.pdf](#)
- [Amador County Telepsychiatry Agreement_July 1 2023-June 30 2026.pdf](#)
- [Kings View Signed Exemption 1.18.23.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors
From: Melissa Cranfill, LCSW Behavioral Health Director *MC*
Date: January 20, 2023
RE: Kings View Telepsychiatry Services Agreement fy 23-24, 24-25, & 25-26

Background:

The California Department of Health Care Services administers California's Medicaid (Medi-Cal) program. The Medi-Cal Specialty Mental Health Services (SMHS) program is "carved-out" of the broader Medi-Cal program and operates under the authority of a waiver approved by the Centers for Medicare and Medicaid Services (CMS) under Section 1915(b) of the Social Security Act. The MHPs are required to provide or arrange for the provision of SMHS to beneficiaries in their counties that meet medical necessity criteria, consistent with the beneficiaries' mental health treatment needs and goals.

Key Issue:

In order to meet our obligations to the State in terms of timeliness to access to psychiatric appointments for new clients we may need to increase our medical staffing. This contractor provides temporary psychiatrist services to provide additional psychiatrist coverage by a licensed M.D. for medication services for Mental Health clients of Amador County.

Staff analysis:

These services have been evaluated and determined to be unique due to limited ability to provide medication services by a licensed psychiatrist in this rural community. Multiple similar recruitments are needed in order to receive a qualified physician. The specific unique needs and requirements for utilizing Kings View are determined by Behavioral Health Professionals.

Recommendation/Request:

Approve the FY 23-24, 24-25, & 25-26 agreement with Kings View.

**KINGS VIEW &
COUNTY
TELEPSYCHIATRY SERVICES AGREEMENT**

This Telepsychiatry Services Agreement (the “Agreement”) is made and entered into this 1st day of July 2023, by and between Kings View, a California not-for-profit corporation (“Kings View”) and the County of Amador, a political subdivision of the State of California (“County”), effective July 1, 2023 (the “Effective Date”).

RECITALS:

A. County desires to increase access to behavioral health services for at risk populations served by County via a teleconferencing modality.

B. County recognizes that the provision of behavioral health services via a teleconferencing modality will allow them to address cultural, socioeconomic, and geographic barriers to behavioral health services and information in underserved areas of the region and will further allow County to expand the range of resources and services available for their consumers.

C. Kings View is a California not-for-profit corporation that employs persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

D. County desires to increase access to behavioral health services in an efficient and cost effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

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

1. **Purpose.** County desires to expand and improve access to mental health services for clients of County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality.

2. **Telepsychiatric Services.** Pursuant to the terms of this Agreement, Kings View shall employ, contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 5 of this Agreement, to (i) deliver direct professional behavioral health services to County Behavioral Health clients by means of video-conferencing, (ii) provide consultation or training to qualified health care professionals designated and scheduled by County Behavioral Health, and/or (iii) conduct on-site visits for the purpose of either delivering direct patient care services or conducting training or consultation as mutually agreed between the parties (the “Telepsychiatric Services”).

a. **Professional Medical Services.** County hereby grants the right to Kings View to employ, contract with, or otherwise arrange for the services of a Provider, and hereby grants to a Provider the right to provide professional medical services as County may direct. The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the Provider's related medical community.

b. **Scheduling of Services.** Kings View shall arrange for a Provider to be available to provide Telepsychiatric Services and to be available to render such services on a day to be mutually agreed upon by the parties.

c. **Additional Service Hours.** Any increase or decrease of the Service Hours shall be effective no fewer than sixty (60) days from the mutual written agreement of the parties, unless otherwise agreed upon between both parties.

d. **Current Service Level.** County desires to contract Kings View for Telepsychiatric Services and Kings View shall be available to render such services on a day to be mutually agreed upon by the parties.

e. **On-Site Visitation.** As part of the Telepsychiatric Services, County may require up to one (1) annual on-site visit by the Psychiatrist at the County's discretion. In the event additional visits are requested by the County, a formal request will be sent to Kings View, and Kings View will make all reasonable efforts to accommodate such request.

f. **Billing for Telepsychiatric Services.** Kings View shall provide County with such information regarding the delivery of Telepsychiatric Services to assist County in charging its clients professional fees, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for such medical services provided.

3. Term. The term of this Agreement shall become effective upon the date first above written, provided that the services to be rendered under this Agreement shall not take effect unless it has first been approved no fewer than thirty (30) days by written mutual agreement by the parties, and unless otherwise agreed upon between the parties, the Agreement shall continue in full force and effect through June 30, 2026, subject to the termination as provided in this Agreement (the "Term").

4. Compensation. County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation two hundred eighty-five (\$285.00) per hour in consideration for providing Telepsychiatric Services. County guarantees payment for the Service Hours. Kings View will provide an invoice to County on a monthly basis. County shall pay invoices within thirty (30) days of receipt.

5. Minimum Professional Qualifications of Providers. Each and every qualified health professional employed, contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement (the “Provider”) shall possess the following minimum qualifications:

a. **Licensing.** Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

b. **Board Certification.** Provider shall be either certified by the American Board of Psychiatry or is eligible to be certified by the American Board of Psychiatry.

c. **Federal DEA Number.** Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.

d. **Professional Liability Insurance Coverage.** Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, written by a carrier acceptable to County.

e. **No Governmental Health Program Sanctions.** Each Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

6. Duties of Kings View. During the Term of this Agreement, Kings View shall have the obligation to:

a. **Cooperate with County.** Kings View shall cooperate with County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. **Insurance.** Kings View shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Agreement involve or require the use of any vehicle by Kings View in order to perform such services, Kings View shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars (\$300,000.00). These insurance policies shall remain in force through the Term of this Agreement. Kings View shall provide a certificate of insurance signed by the insurer evidencing such insurance to County prior to commencement of work.

7. Duties of County. During the Term of this Agreement, County Behavioral Health shall have the obligation to:

a. **Cooperation with Kings View.** County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. **Expenses.** At its sole cost and expense, County shall provide space and equipment for the delivery of Telepsychiatric Services. All equipment furnished by County under this Agreement shall remain the property of County for use as County deems fit including, but not limited to, Telepsychiatric Services provided by Kings View.

c. **Operational Guidelines.** County shall adhere to the Operational Guidelines as defined and specified in the Network Provider Manual, attached hereto as Exhibit “A” and incorporated herein by this reference. Kings View shall timely update and notify County of any revisions to the Operational Guidelines, herein incorporated as by reference as Exhibit A (“Exhibit A”).

d. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are provided to any patient pursuant to this Agreement, County, or a qualified individual designated by County, shall obtain the verbal and written informed consent of the patient or the patient’s legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient’s legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient’s right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient’s consent. County agrees to defend, indemnify and hold harmless Kings View from and against any and all damages, liabilities, fees, claims or losses associated with County’s breach of this Section 7(d).

Patient Record. Prior to the rendering of professional services and in accordance with the Operational Guidelines, County shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, medical history and records (if available), psychological assessment, progress notes, and patient plan of care.

8. Indemnification. County agrees to indemnify, defend, and hold harmless Kings View, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including without limitation, any worker’s compensation suits, bodily injury, death, personal injury, or property damage arising from or connected with, County operations or its services hereunder, including without limitation any damages sustained by Sierra View under this Agreement. Kings View agrees to indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability,

expense, including defense costs and legal fees, and claims for damages of any arising out of Kings View's gross negligence in performance of its obligations under this Agreement.

9. Kings View's Representations, Warranties, and Covenants.

a. **Worker's Compensation.** Kings View acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code and it certifies that it will comply with such provisions before the effective date of this Agreement.

b. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. County's Representations, Warranties, and Covenants. County has full approval, power, and authority to enter into this Agreement. County will make all payments required by this Agreement.

11. Termination. Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice of its intention to terminate. Both parties agree that if Kings View can place their Provider in another placement prior to the end of termination notice period, then the notice of termination period may be shortened to earlier than ninety (90) days with the termination date to then coincide with the Kings View psychiatrist date of new placement. Kings View agrees to dutifully pursue a new placement provider site for the Provider assigned to serve the County immediately upon receipt of County written notice to terminate the Agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice of a material breach, if such material breach remains uncured for a period of fifteen (15) days after the notice.

12. Non-Solicitation. During the Term of this Agreement and continuing thereafter for a period of one year following the termination date, the County shall not, without the Kings View's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or terminate its relationship with Kings View or its affiliates, or (ii) solicit or encourage any patient of Kings View to terminate its services with Kings View in favor of County, or any other medical provider associated with County. For clarity, this non-solicitation section shall apply without limitation, to any employee, affiliate, or subcontractor of Kings View, including without limitation any Provider.

13. Confidentiality. Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80 and 84, and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, and/or their designated auditors

shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.

14. Medical Records.

a. **Ownership and Access.** All records contained in the patient files maintained by County shall be the property of County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient treated by a Provider during the Term, unless otherwise agreed to by County. All records contained in the patient files maintained by Kings View shall be the property of Kings View, and County shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient of clients treated by a Provider during the Term, unless otherwise agreed to by the Kings View. In the event of a claim or challenge by a patient or any regulatory authority, County shall cooperate with Kings View by making the patient files in County's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with County and make available patient files in the event of such a claim or challenge.

b. **Maintenance of Medical Records.** County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.

c. **Compliance with Medicare Rules.** To the extent required by law or regulation, County shall make available, upon written request from Kings View, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and County's books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If County is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, County shall notify Kings View of the nature and scope of such request, and County shall make available, upon written request of Kings View, all such books, documents or records. County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of County's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs.

15. Compliance.

a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each acknowledges that they are subject to certain federal and state laws governing the referral of clients which are in effect or will become effective during the Term of this Agreement. These laws include prohibitions on:

i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and

ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code §§ 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and MediCal clients).

b. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, County has operated in compliance with all federal, state, and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.

c. **Confidentiality of Identifiable Patient Information.** County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of County that contains information that identifies, or can reasonably be linked to the identity of, such individual, and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California laws regarding patient confidential information.

d. **Health Care Compliance.** County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.

e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or

laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct (“Governmental Rules and Regulations”), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider’s own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing or arranging for the furnishing or any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that the each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

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

16. Books and Records. For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, County agrees to comply with the following statutory requirements:

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

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to

such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

c. If County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, County shall notify the Kings View of the nature and scope of such request and County shall make available, upon written request of Kings View, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

17. Force Majeure. Neither party shall be responsible or liable for any failure to delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, flood, hurricane, earthquake, and interruptions, loss or malfunctions of utilities! communications or computer (software and hardware) services; it being understood that the defaulting party shall use reusable efforts to resume perform as soon as practical under the circumstances. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days. then the non-defaulting party may elect to terminate the Agreement by a written notice to the defaulting party.

18. Independent Contractor. Kings View and its officers, Providers and employees, in the performance of this contract, are independent contractors in relation to County and not officers or employees of County. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Kings View further represents to County that Kings View has no expectation of receiving any benefits incidental to employment

19. Interest of Public Officials. No officer, agent, or employee of County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or County.

21. Entire Agreement. This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the

body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

22. Attorneys' Fees. If County or Kings View brings any legal action or seeks arbitration regarding any provision of this Agreement or arising directly or indirectly from this Agreement, the prevailing party in the litigation or arbitration shall be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be granted. This provision applies to the entire agreement.

23. Partial Invalidity. Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

24. Gender. Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

25. Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

26. Assignment. This Agreement shall be binding upon County and its successors and assigns and upon the heirs, representatives, executors, and administrators of County; provided, however, that, except to the extent that this Agreement authorizes Kings View to employ, contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View's rights, duties, or obligations hereunder without the prior written consent of County.

27. Notices. All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-four (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

If to County:

Behavioral Health Director
Amador County Behavioral Health
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685

If to Kings View:

Amanda Nugent-Divine, PhD, CEO
Kings View

7170 N. Financial Drive, Ste 110
Fresno, CA 93720

28. Discrimination. County and Kings View agree not to differentiate or discriminate in the provision of medical services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient's status as a member of any other legally protected class.

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

SIGNATURES

Amador County

Approved by Contractor

By: _____
Richard Forster
Chairman, Board of Supervisors

Amanda Nugent-Divine, PhD, CEO
Kings View

Date: _____

Date: _____

Exhibit “A”

Kings View



OPERATIONAL GUIDELINES FOR TELEPSYCHIATRY

Services will be provided at the following location:

Kings View
7170 North Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 Ext. 3000
(559) 256-1081 Fax
telepsychhelp@kingsview.org
Monday – Friday
8:00-5:00

DEFINITIONS

Remote Site Coordinator (RSC) - The person in the originating county (AKA: Network Subscriber) who will coordinate all Telepsychiatry appointments and clinical issues.

Hub Site Coordinator (HSC) - Kings View’s site coordinator (Letty) who will coordinate all Telepsychiatry appointments with the Network Subscribers and clinical issues.

Network Subscriber - The agency, entity, and/or county that has contracted with Kings View to receive Telepsychiatry Services at one or more sites local to the subscriber.

Consumers - Those participants/patients that meet target population requirements identified by the Network subscriber and have agreed to be treated using the teleconferencing modality.

PROCEDURE

A. Initial request for services: Typical flow of consumer care shall proceed as follows:

1. A consumer/guardian requests services at the agency (“remote site”).
2. Agency provides a full intake assessment (psychosocial), as defined in the CCR and other applicable laws.
3. If it is determined that a psychiatric assessment is necessary and the consumer meets target population for this program, consumer is referred (with all the relevant information) to the Remote Site Coordinator (RSC) at the agency.
4. The RSC sends the referral packet to the HUB Site Coordinator (see section “E”) at least two days prior to initial appointment, if possible.

5. Remote Site Coordinator will schedule tentative appointment for the client; the finalized schedule will need to be completed 2 days prior to session and sent to HUB Site (Kings View).

6. The HUB Site Coordinator will then:
 - a. Review submitted information.
 - b. Create Kings View copy chart.
 - c. Approve the scheduling of appointments by RS.
7. The Remote Site calls the Hub Site via the teleconferencing equipment and the appointment begins. RS has a case manager (or other qualified staff person) present during the appointment.
8. At the end of the appointment, Psychiatrist will indicate to Remote Site case manager or coordinator and consumer when to return for a follow up appointment.
9. RSC will schedule the return appointment with the consumer.
10. The physician's progress note is completed by the end of the business day and sent either electronically via secure means or faxed to the agency within 24 hours, and the original is placed in the chart at Kings Views Hub Site. A progressive physicians order along with copies of any prescriptions or lab orders will also be faxed/sent to the agency within 24 hours.
11. Medications are ordered in the following manner:
 - a. Prescriptions will be faxed by the Hub Site to the pharmacy of the consumer's choice, if unable to send electronically.
 - b. Security prescriptions are sent via courier (i.e., UPS) to the pharmacy of the consumer's choice.
 - c. When medication refills are needed, the consumer should contact their pharmacy they will then fax the doctor a written request for refill authorization. Please note: there is a 24-48 hour turn around time for refill authorizations.
12. Labs are ordered in the following manner:
 - a. HSC will fax requests directly to the designated laboratory.
13. For ongoing consumers, unscheduled interventions may be handled over the phone, email, through teleconferencing, etc. during normal business hours, by coordinating with the Hub Site Coordinator.
14. An initial video conference will take place to introduce the assigned Doctor to the County staff. Should there be a request to change Doctors Kings View will work with County to accommodate as best Kings View can, given existing Doctor's workload.

B. Ongoing requests for services:

1. Consumers will receive ongoing services from the same psychiatrist whenever possible. Scheduling will be done with the consumer and the site coordinators.
2. Treatment team members can participate in meetings regarding consumers, using the teleconferencing modality or by telephone. Consultation is welcomed and will follow the needs of the consumer.

3. Participation of entire families is considered a component of all treatment whenever possible. Permission of the consumer must be obtained.

C. Financial Responsibilities

The Network Subscriber in accordance with Medi-Cal guidelines will obtain financial eligibility, share of cost, and liability.

Crisis Intervention

In the event of an emergency or life-threatening situation, the remote site's standard crisis intervention plan should be initiated, up to and including dialing 911 if necessary.

E. Referral Packets

1. Referral Packets will be completed for each new consumer, and will include the following documents (if not available in Electronic Health Record – Anasazi):
 - a. Application for Service
 - b. Consent for Treatment using Teleconferencing Equipment
 - c. Authorization for Release of Information
(to and from Kings View)
 - d. Client's face sheet
 - e. Receipt of Notice of Privacy Practices
 - f. Financial Information Form
 - g. Intake Assessment (Psychosocial)
 - h. Individualized Service Plan
 - i. Treatment summary from clinician
 - j. Progress Note (most recent to supplement the clinical summary)
 - k. Psychiatric Medications Treatment Plan
 - l. Physicians Orders (most recent)
 - m. History or other applicable information (summarized reports are preferred)

F. Referral for Medication

Many consumers with severe mental disorders will benefit from medication treatment and should be referred for medication evaluation, unless the consumer is unwilling or the mental disorder is mild. The psychiatrist may request some brief clinical information to be used to prioritize appointments when a shortage of psychiatric resources develops. Assessment paperwork must be completed before the consumer is seen. This will facilitate the psychiatric evaluation and eliminate duplication of clinical interview questions.

G. Release of Information

A release of information will be needed to transfer documents from Network Subscriber to Kings View. An additional release will be needed that allows Kings View to release information to the Network Subscriber. For documents that are considered “third party” documents, a summary of relevant information from the referring staff will be helpful.

H. Medical Records

- a. The RS and HS will maintain a FAX machine for transmitting PHI for use in Telepsychiatry that is in a secure, protected area.
- b. All Telemedicine information transmitted during the visit must become part of the consumer’s medical records.
- c. The RS and HS are responsible for maintaining their own medical record/chart of the client that documents their billable contacts and services provided and store the chart in a confidential area.

RESPONSIBILITIES

Psychiatrists: Review and confirm information on Medical History Questionnaire; review assessment information and diagnosis; make note of all diagnostic changes in progress notes. Advise consumer of medication side effects and contraindications. Consult with Remote site staff and HUB site staff in order to provide continuity of care and professionalism. Provide prescriptions for psychotropic medications as needed. Provide psychiatric services via teleconferencing modality. Follow Medication Monitoring Plan per Kings View policy.

Site Coordinators: Organize consumers’ charts, appointments, and evaluations. Assist doctors with needs. Fax and post records and organize all statistical data. Facilitate all critical care issues with consumers, doctors and remote site providers.

Executive Director for Telepsychiatry: Assist with problem solving, consumer care, agreement questions (i.e., contract terms), compliance issues and facilitation of ongoing service provision and new subscribers. Supervise or facilitate all training at new sites, site visits and evaluation reviews. Submit all monthly statistical data to Executive Director for County.

Management of Information Systems (MIS) Coordinator: Assist with all trouble shooting issues and technology problems. Assist with installation of equipment and training of remote site staff on technology. Available during all normal business hours Monday - Friday 8:00 a.m. to 5:00 p.m.



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES
CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health **Date of Request:** 01/13/2024

Contact Name: Raechel Razzano **Phone:** 209-223-6768

Estimated Total Cost: \$ 500,000 **Proposed Vendor:** Kings View

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

____ Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

____ Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest. Check those that apply.

- Expert or specialized professional services Legal printing
- Legal services Emergency Existing public contract
- Insurance Existing contract Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.

- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Behavioral Health must increase our medical staffing in order to comply with State set criteria regarding timeliness of offered Psychiatric appointments to new clients, as well as to meet mandated capacity for psychiatric providers (Youth and Adult). Multiple contracts are necessary to provide needed medical staffing options.

3. Was an evaluation of other equipment, products, or services performed? X Yes No
If yes, please provide all supporting documentation.

These services have been evaluated and determined to be unique due to limited ability to provide medication services by a licensed psychiatrist in this rural community. Multiple similar recruitments are needed in order to receive a qualified physician. The specific unique needs and requirements for utilizing Kings View, are determined by Behavioral Health Professionals. This contractor provides similar services to other county's Behavioral Health departments.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

Melissa Cranfill, LCSW, Behavioral Health Director

CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL: mel Cfl, LCSW 1/17/2023
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL:  1/23/23
Procurement Officer / Date

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: February 14, 2023

SUBJECT

General Services Administration: Budget Increase Request for Economic Development to account for a grant received from Chabot-Las Positas Community College District. This is not an additional General Fund contribution.

Recommendation:

Approve the attached Budget Increase Request form.

4/5 vote required:

Yes

Distribution Instructions:

Jon Hopkins & Karen Warburton - GSA, Tacy Rouen - AUD

ATTACHMENTS

- [Budget Increase Request - Memo & Request Form.pdf](#)

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors
FROM: Karen Warburton, GSA Senior Administrative Analyst *KW*
DATE: February 14, 2023
SUBJECT: Budget Increase Request for Economic Development

Background: As part of our participation in the Microbusiness Grant application and distribution process, Chabot-Las Positas Community College District apportioned \$15,000.00 to Amador County. This money was provided to cover administrative costs incurred by the County. Staff made notifications to the public about the grant via the website and social media, arranged training sessions at the Administration building, partnered with Mother Lode Job Training for training and use of technology, and fielded calls from the public. Chabot-Las Positas CCD has issued the \$15,000 check, which will assist us with additional funding for economic development projects.

Subject or Key Issue: Approval of budget and revenue increases for Economic Development.

Analysis: These funds were provided for administrative work related to economic development and now need approval in order to be utilized for additional economic development work.

Alternatives: N/A

Fiscal or Staffing Impacts: N/A

4/5ths vote: Yes

Recommendation(s): Approve the attached Budget Increase Request form.

Attachments: Budget Increase Request form

c: Chuck Iley, CAO
Jon Hopkins, GSA Director
file

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Agriculture Department – Reclassify Agricultural and Standards Inspector II to Agricultural and Standards Inspector III.

Recommendation:

Please approve the request to reclassify an employee from Agricultural and Standards Inspector II to Agricultural and Standards Inspector III.

4/5 vote required:

No

Distribution Instructions:

Agricultural Department, Auditor, Budget Analyst, and Human Resources

ATTACHMENTS

- [Memo Ag Inspector Reclass.doc](#)
- [SOMMA 9.18.2022 amended 2.14.2023.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: February 6, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Agriculture Department – Reclassification Request

The Agricultural Commissioner has requested to reclassify Casey Wright who is currently an Agricultural and Standards Inspector II to an Agricultural and Standards Inspector III. Casey has attained all eight licenses required and has gained the necessary experience to be reclassified to an Agricultural and Standards Inspector III. There is adequate funding to cover the additional salary increase this year and for fiscal year 23/24. Please refer to the Request for Reclassification documentation for additional information.

If approved, the employee will be placed at the pay step closest to but no lower than their current salary per the Service Employees International Union Local 1021 MOU Section 25.3 effective the February 19, 2023 pay period.

If the Board does not approve the reclassification the department will continue to function as normal.

REQUEST FOR RECLASSIFICATION

DEPARTMENT:	Agriculture	BUDGET NO.:	2610
CURRENT POSITION TITLE:	Ag Inspector II	CURRENT SALARY, RANGE, STEP:	30.26, 2156, D
INCUMBENT:	Casey Wright		
RECLASSIFICATION <input checked="" type="checkbox"/>	2550- Ag inspector III	Ag	
<p>1. PLEASE INDICATE BELOW THOSE SPECIFIC TASKS AND/OR RESPONSIBILITIES THAT JUSTIFY THIS POSITION CLASSIFICATION/SALARY BEING CHANGED (i.e., What does the position do that would not normally be the assigned responsibilities of the same classification in another department?)</p>			
<p>Casey has attained all eight licenses that are required to progress to Inspector III. Casey has gained competency in all of the programs the department administers. Her performance is at a satisfactory level.</p>			
<p>2. WHAT MAKES THIS POSITION UNIQUE WHEN COMPARED TO OTHERS OF A SIMILAR OR SAME CLASSIFICATION, EITHER WITHIN THE DEPARTMENT OR ANOTHER COUNTY DEPARTMENT?</p>			
<p>Ag Inspector III is the full working level in the Ag Inspector series and distinguished from the Ag Inspector II position by the attainment of all eight of the Agricultural Inspector and Weights and Measures licenses offered by the state. Once the incumbent has attained all eight Agricultural Inspector and Weights and Measures licenses; (ii)substantive knowledge of a Department's procedures and policies, and provided performance is <u>satisfactory, the incumbent may progress.</u></p>			
<p>3. WHAT WOULD THE IMPACT OF AN APPROVED CHANGE OF THIS POSITION BE UPON THE DEPARTMENT? WHAT SIGNIFICANT IMPACT WOULD A DENIAL OF THE REQUEST HAVE UPON THE DEPARTMENT AND ITS OPERATIONS?</p>			
<p>Casey has attained competency in all of the Programs in our Department. She would be able to function with minimal supervision while completing the most complex inspections and investigations. By being able to complete duties such as providing training; overseeing programs.</p> <p>If denied our department would continue to operate as we have been.</p>			

4.	WHAT RESPONSIBILITIES ARE NOW HANDLED BY THIS POSITION THAT WOULD HAVE TO BE ASSIGNED TO ANOTHER EMPLOYEE SHOULD THE REQUEST BE DENIED?
PUE Priority Worker Health and Safety investigations; complex W&M inspections	
5.	WHAT POSITION TITLE SHOULD THIS POSITION BE CHANGED TO? (If an existing County job title/description is not applicable, what position title should be used?)
Agricultural Inspector III (this is an existing job title)	
6.	WHAT SALARY RANGE SHOULD BE GRANTED? NOTE: In some cases, the CAO may request that a salary survey be completed with regard to your request. If this is the case the survey will be completed by the Personnel Department.
\$30.08 - 36.56 per hour. starting at step C.	
7.	ADDITIONAL COMMENTS (If any)
<i>"I certify that the above is true and correct."</i>	
Department Head Signature	
Date:	2/1/2023

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: February 14, 2023

SUBJECT

Approval to submit Buena Vista Landfill Projects Application for EPA SWIFR Grant Financing

Recommendation:

Approve Amador Solid Waste Management Department submittal, and letter of support, for EPA SWIFR Grant funding for site improvements to the infrastructure at the Buena Vista Transfer Station through the ESJPA combined application.

4/5 vote required:

No

Distribution Instructions:

Waste Management, Auditor

ATTACHMENTS

- [BOS Memorandum RE BV Landfill Projects and SWIFR Grant Application through ESJPA 02.06.23.pdf](#)
- [BOS EPA Letter of Support RE BV Landfill Projects and SWIFR Grant 02.06.23.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER ♦ 810 COURT STREET ♦ JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors
FROM: Jeff Gardner, Director of Solid Waste/Mary Pitto Solid Waste Consultant
DATE: February 14, 2023
SUBJECT: Approval to submit Buena Vista Landfill Projects Application for EPA SWIFR Grant Financing

In December the Rural Counties Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) staff submitted a Notice of Intent to apply for the US Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) Grant Program (link here: <https://www.epa.gov/rcra/grants-political-subdivisions>). The total funding for the available competitive opportunity is approximately \$40,000,000. EPA anticipates approximately 25 awards under this funding cycle, with at least one award per each EPA Region. The minimum individual award floor is \$500,000 and the maximum individual award ceiling is \$4,000,000.

The ESJPA applied for the maximum award amount of \$4,000,000, seeking to use their coalition to improve recycling efforts throughout multiple rural communities in California. This approach will provide a centralized administrative point for EPA to interact while assisting multiple jurisdictions. It also allows counties to submit projects smaller than the \$500,000 minimum. This program does not require a grant match, but a project may be more competitive with a match included.

All applications must achieve one or more of the following objectives:

- Establish, increase, expand, or optimize collection and improve materials management infrastructure.
- Fund the creation and construction of tangible infrastructure, technology, or other improvements to reduce contamination in the recycled materials stream.
- Establish, increase, expand, or optimize capacity for materials management.
- Establish, improve, expand, or optimize end-markets for the use of recycled commodities.
- Demonstrate a significant and measurable increase in the diversion, recycling rate, and quality of materials collected for municipal solid waste.

Working with Aces Waste Management Services, the Amador Solid Waste Management Department submitted a proposed project to the ESJPA for site improvements to the infrastructure at the Buena Vista Transfer Station. To better accommodate the recycling patrons and programs the project is to pave entire outside area and rebuild the green waste/C&D area. The cost has been estimated at \$1.1 million.

Due to the number of counties interested in participating in this grant and accommodating as many as possible, the ESJPA staff has requested we reduce our portion to \$950,000. If fortunate enough to be awarded the grant, we would reduce the scope as appropriate.

As part of the formal grant submission on February 15, 2023, the ESJPA is requesting letters of support from the participating counties. Attached is a letter for your approval and signature.

Recommendation:

- Approve Amador Solid Waste Management Department submittal, and letter of support, for EPA SWIFR Grant funding for site improvements to the infrastructure at the Buena Vista Transfer Station through the ESJPA combined application.

Attachment(s)

Attachment 1 – BOS Letter of Support to EPA for ESJPA SWIFR Grant Funding

OFFICE OF

BOARD OF SUPERVISORS

810 COURT STREET ♦ JACKSON, CA 95642 (209) 223-6470 ♦ FAX (209) 257-0619



February 15, 2023

ENVIRONMENTAL PROTECTION AGENCY (EPA)

RE: Solid Waste Infrastructure for Recycling (SWIFR) Grant Program for Political Subdivisions of States and Territories

Dear Grant Review Committee:

I am writing to urge your consideration of the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) joint application for a SWIFR Grant for Amador, Glenn, Lake, Mono, San Luis Obispo, and Trinity Counties.

Since 1993, ESJPA has assisted its member counties with regional programs and projects to increase solid waste diversion and recycling in rural counties. As the coordinating entity for this grant, ESJPA provides staffing and expertise that will ensure compliance with grant requirements and an enhanced level of cooperation through a regional approach.

The proposed grant program will leverage the \$4,000,000 in requested funding to provide valuable equipment and infrastructure enhancements throughout each of the six counties. These investments will elevate local recycling operations and promote federal strategies related to collection, materials management infrastructure, and source reduction. Resulting

For the reasons mentioned above, Amador County lends its support for this program and urge the EPA to approve the ESJPA's application for the SWIFR Grant Program.

Sincerely,

Jeff Brown, Chairman
Amador County
Board of Supervisors

Cc Amador County Solid Waste Department
ESJPA

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Sheriff's Office Mid-Management Association for Safety Personnel Memorandum of Understanding (MOU)

Recommendation:

Please adopt the resolution and authorize the Chairman to sign the MOU between the County and the SOMMA

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and SOMMA President Jason Navarre and Matt Girton

ATTACHMENTS

- [Memo SOMMA MOU.doc](#)
- [Res -SOMMA MOU 2022-2025.doc](#)
- [SOMMA_MOU_2022-2025_Draft_Redline.pdf](#)
- [Amador_SOMMA_MOU_2022-2025_FINAL.pdf](#)
- [SOMMA 9.18.2022 amended 2.14.2023.pdf](#)
- [SOMMA 10.1.2023 3%.pdf](#)
- [SOMMA 10.1.2024 3%.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: January 27, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Sheriff's Office Mid-Management Association Memorandum of Understanding

The Sheriff's Office Mid-Management Association (SOMMA) tentatively ratified the Memorandum of Understanding (MOU) between the County and SOMMA on January 11, 2023. Therefore, please adopt the resolution and authorize the Chairman to sign the MOU between the County and the SOMMA. The Agreement shall become effective on October 1, 2022 and continue through September 30, 2025 upon ratification by the Board of Supervisors.

If Board does not approve the MOU and authorize the Chairman to sign, the agreed upon terms will not be ratified.

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING EMPLOYEE)
AGREEMENT WITH THE AMADOR COUNTY) RESOLUTION NO. 23-XXX
SHERIFF'S OFFICE MID MANAGEMENT)
ASSOCIATION (SOMMA))
FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2025)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the employee bargaining agreement by and between the County of Amador and the Amador County Sheriff's Office Mid Management Association (SOMMA) on the terms and conditions contained therein for the period of October 1, 2022 through September 30, 2025.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador in a regular meeting thereof, held on the 14th day of February 2023, by the following vote:

AYES: Frank Axe, Richard M. Forster, Jeff Brown, Patrick Crew, and Brian Oneto
NOES: None
ABSENCE: None

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

COUNTY OF AMADOR

AND

Amador County

**SHERIFF'S OFFICE MID-MANAGEMENT
ASSOCIATION
FOR SAFETY PERSONNEL**

October 1, ~~2020~~2022 - September 30, ~~2022~~2025

TABLE OF CONTENTS

SECTION 1	1
AGREEMENT	1
SECTION 2	2
EFFECT OF AGREEMENT	2
SECTION 3	3
WAIVER OR BREACH OF AGREEMENT	3
SECTION 4	4
EMBODIMENT	4
SECTION 5	5
SEVERABILITY	5
SECTION 6	6
WAIVER OF NEGOTIATIONS	6
SECTION 7	7
NONDISCRIMINATION	7
SECTION 8	8
COUNTY RIGHTS	8
SECTION 9	11
EMPLOYEE RIGHTS	11
SECTION 10	13
POLITICAL ACTIVITIES	13
SECTION 11	14
RECOGNITION	14
SECTION 12	15
ASSOCIATION RIGHTS	15
SECTION 13	17
CONCERTED ACTIVITIES	17
SECTION 14	18
SAFETY CONDITIONS	18
SECTION 15	20
PROBATIONARY PERIOD	20
SECTION 16	21
PERFORMANCE APPRAISALS	21

SECTION 17	23
PERSONNEL FILES	23
SECTION 18	24
SENIORITY/LAYOFFS/RECALL	24
SECTION 19	27
DISCIPLINARY ACTIONS	27
SECTION 20	34
GRIEVANCES	34
SECTION 21	36
SICK LEAVE AND LEAVES OF ABSENCE	36
SECTION 22	41
HOLIDAY LEAVE	41
SECTION 23	43
VACATION LEAVE	43
SECTION 24	45
HOURS OF WORK	45
SECTION 25	49
HEALTH AND WELFARE BENEFITS	49
SECTION 26	56
CLASSIFICATIONS AND WAGES	56
SECTION 27	61
RECOMMENCEMENT OF NEGOTIATIONS	61
SECTION 28	62
TERM, WITNESS, AND SIGNATORS	62
APPENDIX A	63
DEFINITIONS	63
APPENDIX B	71
CLASSIFICATIONS AND WAGES	71

SECTION 1

AGREEMENT

1.1. This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the “County”, and the Amador County Sheriff’s Office Mid-Management Association, or its successors, hereinafter referred to as the “Association” which represents the Sheriff’s Office Mid-Management Association (“SOMMA”).

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

Appendix A: Definitions

Appendix B: Classifications and Wages

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

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, ~~2020~~2022 through September 30, ~~2022~~2025, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, ~~2020~~2022, 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 Association in accordance with the provisions of this Agreement and of California Government Code §§3500-3510, or its successors.

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

SECTION 2

EFFECT OF AGREEMENT

2.1. 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.

2.2. Except as provided in Sections 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, but will not make any such adoptions, eliminations, or revisions that are inconsistent with the specific terms of this Agreement, unless necessary to conform to Federal or State law.

SECTION 3

WAIVER OR BREACH OF AGREEMENT

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

SECTION 4

EMBODIMENT

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

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

SECTION 5

SEVERABILITY

5.1. 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.

5.2. In the event of such severance of a provision of this Agreement, the County and the Association shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

5.3 The amendment or deletion by governmental authority, other than the County, of any provision of the Public Safety Officers Procedural Bill of Rights Act shall invoke the above provisions of this Section.

SECTION 6

WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Section 5, of this Agreement, the County and the Association, or its successors, expressly waive and relinquish 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 Section 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 Association, 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 Association, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of this Agreement, if the County and the Association mutually agree to negotiate any provision hereof.

SECTION 7

NONDISCRIMINATION

7.1. 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, marital status, race, color, sexual orientation, national origin, creed, religion, political affiliation, or membership or non-membership in any employee organization.

7.2. The County and the Association shall share jointly the responsibility for application of this Section.

7.3. The above provisions of this Section notwithstanding, the County does not waive, and expressly retains, any and all legal and equitable remedies which the County may have against the Association, its officers, agents or members, or which the County may have against any employee who is represented by the Association.

SECTION 8

COUNTY RIGHTS

8.1. 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. Notwithstanding any other provision of this Agreement, any Agency/Department Head may require any employee to work any shift or shifts, day or days, week or weeks, or month or months as deemed appropriate by the Agency/Department Head regardless of the employee's scheduled days off or leave. An employee who has scheduled and has been approved for vacation leave, may not be called for duty during said period except because of an emergency or large-scale event.
- 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, and functions.
- K. The right to lay off employees for non-disciplinary reasons.
- 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, positions 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, and/or change, promulgate, and enforce rules and regulations relative to 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 direct conflict with a specific provision of this Agreement.
- V. The right to assign vehicles in order to enhance service response and not for the purpose of employee benefit. The County and the Association acknowledge that take-home vehicles are assigned at the discretion of the Sheriff, the District Attorney, and the Chief Probation Officer. Such assignments or reassignments are not subject to meeting and conferring.

8.2. 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 Section 20 below.

CALL-OFFS

8.3 In addition to, and not as any limitation of, all other rights reserved to the County, the County may direct any employee to leave his/her worksite if there is insufficient work for said employee to do, with said employee not to receive compensation in the form of pay, or other benefits, for the time after which he/she has been directed to leave.

- A. Any Department Head or supervisor directing an employee to leave his/her worksite because of insufficient work shall attempt to equalize the impact over his/her available work force and not to concentrate the effect of this provision on any individual employee; provided, however, that nothing contained herein shall prevent a Department Head or supervisor, from directing a specific employee to leave his/her worksite for lack of work if only that employee lacks sufficient work.
- B. Any Sergeant directed to leave his/her worksite because of insufficient work may, by notifying the County Auditor, designate said time off as vacation leave, holiday leave, compensatory time off (CTO), to the extent said employee has accrued vacation leave, holiday leave, and/or compensatory time off (CTO) to make up a full work day.
- C. A Sergeant called off after reporting to work without first having received notice of being called off for that day as set forth in Section 24 shall receive a minimum of two (2) hours of pay for that day.

SECTION 9

EMPLOYEE RIGHTS

9.1. Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join, or participate in, the activities of employee organizations.

9.2. Nothing in this Agreement shall prohibit any employee from representing himself/herself individually, or from appearing on his/her own behalf in his/her employment relations with the County.

9.3. No employee shall be subjected to disciplinary action, or threatened with disciplinary action, because of his/her exercise of any rights guaranteed by this Agreement.

9.4. No employee shall be denied promotion, or threatened with denial of promotion, because of his/her lawful exercise of any rights guaranteed by this Agreement, or because of any reason other than merit.

9.5. No locker, or other space for storage provided to any employee by the County shall be searched, unless the search is conducted in accordance with a valid search warrant, or in the presence of the employee, or with written consent of the employee, or following written notice to the employee that such search will be conducted.

9.6. No employee shall be required, or requested, for purposes of assignment, or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of his/her family or household, unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his/her employment duty, or is necessary for the County to ascertain the desirability of assigning the employee to a specialized unit or particular employment duty in which there is a strong possibility that bribes or other improper inducements may be offered the employee.

No employee shall be required to submit to a polygraph examination against his/her will, and no employee refusing such examination shall suffer any disciplinary action, or discrimination therefore. There shall be no record maintained anywhere that an employee refused such examination, nor shall any testimony or evidence be utilized in any County disciplinary action, administrative, or judicial, against an employee to the effect that the employee refused a polygraph examination.

9.7. No employee shall be loaned, or temporarily reassigned, to a location or duty assignment if a County employee occupying a peace officer position would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

9.8. Nothing in this Agreement shall be construed to limit the use of any County employee in the fulfilling of a mutual aid agreement with another jurisdiction or agency, nor shall this

Agreement be construed to limit any jurisdictional or interagency cooperation under circumstances where such activity is deemed necessary or desirable by the jurisdictions or agencies involved.

SECTION 10

POLITICAL ACTIVITIES

10.1. The rules for political activities by County employees is set forth in the Amador County Policies & Procedures Manual and applicable state and federal law.

SECTION 11

RECOGNITION

11.1. The County hereby reaffirms its recognition of the Association as the representative of all employees in the Amador County Sheriff's Office Mid-Management Bargaining Unit (hereinafter referred to as the "SOMMU"), for Safety Personnel established by Resolution No. 89-307.

11.2. The Association, in turn, recognizes 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.

11.3 All newly created positions assigned to the Sheriff's Office Mid-Management Unit for Safety Personnel shall be assigned to the Association's representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successor.

SECTION 12

ASSOCIATION RIGHTS

12.1. The County shall allow a reasonable number of representatives designated by the Unit, which shall not exceed three (3) except by mutual consent of the County and the Association, reasonable time off work, which shall not exceed thirty-six (36) hours multiplied by three (3) representatives, for a total of one hundred eight (108) hours, without loss of pay or benefits for formal negotiations. 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.

12.2. The Association shall notify the ~~County Administrative Officer~~Human Resources Director, in writing, of the names of the representatives designated by the Association to negotiate with the County in accordance with Sections 12.1. and 27 of this Agreement. In the event of the replacement of a representative so designated, the Association shall notify the ~~County Administrative Officer~~Human Resources Director, in writing, of the name of the newly designated representative prior to the time such representative is to commence meeting and negotiating with the County.

12.3. Upon appropriate written and revocable authorization by any employee, the County Auditor shall deduct from the pay of such employee and make appropriate remittance for Association membership dues, and for other plans or programs jointly approved by the Association and the County. Deductions for State Disability Insurance (SDI) premiums are expressly authorized in 25.13. and said authorizations are not revocable.

12.4. The Association agrees to indemnify and hold the County harmless for any loss or damages arising from the operation of this provision.

12.5. 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.

12.6. The Association shall have the following additional rights:

- A. Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. Use, without charge, of County buildings at reasonable times for Association matters.
- C. With the exception of normal wear and tear, the Unit shall be responsible for any damage to County property caused by such use.
- D. Use, without charge, of reasonable space on any County bulletin boards.

- E. Use, without charge, of any County interoffice communications system, including E-Mail, for transmission of information concerning Unit matters, but not on County time, unless directed by management. 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.
- F. Review, at reasonable times, of any public matter in the possession of the County.

SECTION 13

CONCERTED ACTIVITIES

13.1. The Association and the County agree that there shall be no strike, work stoppage, work slowdown, job action, picketing or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, nor shall there be any other interference of a similar or related nature with the operation of the County by the Association, or by its officers, agents or members during the term of this Agreement, including Association compliance with the request of another employee organization to engage in such activity.

13.2. The Association recognizes the duty and obligation of its officers and agents to comply with the provisions of this Agreement and to make every effort to induce all employees to comply with the provisions of this Agreement. In the event of a strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities or other interference with the operation of the County by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

13.3. As a condition of continued employment, all employees shall be responsible for adhering to the provisions of this Section. Accordingly, violation of any provisions of this Section by an employee shall constitute just cause for disciplinary action against the employee by the County.

13.4. The above provision of this Section notwithstanding, the County does not waive and expressly retains any and all legal and equitable remedies which the County may have against the Association and its officers, agents, or members, or which the County may have against any employee who is represented by the Association.

13.5. The County agrees that it shall not lock out employees for the County during the term of this Agreement; provided, however, that lockout shall not be defined to include the dismissal, suspension, layoff, failure to recall from layoff, or failure to return to work, of employees of the County; and provided further that the County shall retain the right to close, suspend, or reduce any of its operations in order to provide for the safety of employees, property, or equipment of the County, or of the public.

SECTION 14

SAFETY CONDITIONS

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

14.2. The Association and the County agree to consult upon, and to cooperate in, effecting the Occupational Illness and Injury Prevention Program governed by the provisions of the Amador County Policies & Procedures Manual. As a part of this program, each department shall have a Department Safety Officer, designated by the Department Head, responsible for conducting on-the-job training and ensuring that each employee is able to complete each assigned task safely. The Association and the County agree further to cooperate in carrying out such job safety programs, practices, and procedures as may be promulgated by the County, or required by state law, rule, regulation or order.

14.3. 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. The County agrees to provide bulletproof vests for all employees required to wear vests, of a type within applicable industry standards, and within the applicable department head's spending authority.

14.4. 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 be approved in advance of its use by the management employee who is the Department Head 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 request of any of the employee's supervisors, or the Risk Manager.

14.5. In the event of injury or illness arising out of his/her employment with the County, an employee incurring such injury or illness shall notify his/her immediate supervisor, or in their absence, another supervisor, of the injury or illness as soon as practicable and otherwise shall utilize the Injured Employee Protocol, as governed by the provisions of the Amador County Policies & Procedures Manual. The County Risk Manager will be notified by the affected employee's management.

14.6 As soon as practicable, an employee shall notify his/her immediate supervisor, and the Department Safety Officer of any unsafe equipment or unsafe working condition. The supervisor or Agency designee shall investigate, or cause to be investigated, reports of unsafe equipment or unsafe working conditions. Upon conclusion of the investigation the employee(s) shall be notified of the findings. If the equipment or condition is deemed unsafe, the employee shall be notified of the corrective action to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the employee's department manager for further review. The agency department head shall render a decision and notify the employee. The County ~~Risk Manager~~Safety Officer shall be notified of any substantial safety concerns

outside of standard law enforcement operating conditions and of any findings of complaints elevated to the agency department head level.

14.7 No employee shall be required, and no employee shall be disciplined for refusing to work with unsafe equipment, or under an unsafe condition, if such equipment or condition is determined to be unsafe by an authorized representative of the State Division of Occupational Safety and Health, or his/her designee, or any person who has supervisory authority over the affected employee.

14.8 As a condition of continued employment, employees shall be responsible for adhering to County and state job safety requirements. Accordingly, knowing failure by an employee to perform work in accordance with County or state job safety requirements shall constitute just cause for disciplinary action against the employee by the County.

14.9 If, as a result of the development of a revised County Safety Program, it becomes necessary to modify provisions of this Agreement, the parties agree to reopen negotiations for the specific purpose of modifying this Agreement on this one subject.

SECTION 15

PROBATIONARY PERIOD

REGULAR EMPLOYEES

15.1. A regular employee shall be required to serve a probationary period of twelve (12) months from the date of his/her employment or promotion. Upon successful completion of his/her probationary period, such employee shall be granted permanent status using the procedure set forth in Section 16. A period of suspension pursuant to Section 19.8. shall not be counted in calculating the probationary period of twelve (12) months from the date of his/her employment, or promotion.

15.2. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A promoted probationary employee returned to his/her previous position shall be placed at the same range and step held prior to being promoted. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period, but may be terminated for just and sufficient cause as set forth in Section 19.

EXTRA-HELP EMPLOYEES

15.3. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

LIMITED TERM EMPLOYEES

15.4 A person may be hired with his/her consent to be a limited term employee. During said employment the limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. The limited term employment shall be used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall not have bumping rights and shall have no right to grieve or appeal the layoff decision.

SECTION 16

PERFORMANCE APPRAISALS

16.1. The County shall endeavor to provide appraisals during the first eleven (11) months of the employee's probationary period in accordance with Department practices; provided, however, that said appraisals shall be prepared for use by management and shall not be deemed a right of the employee serving probation. Appraisals shall be accomplished pursuant to Sheriff's Office Policy and procedures (or District Attorney's or Probation Department's Policies and procedures, as applicable, for the employees of the respective offices).

16.2. Every probationary employee shall receive appraisals during the first eleven (11) months of his/her probationary period in accordance with Department practices; provided, however, that said appraisals shall be prepared for use by management and shall not be deemed a right of the employee serving probation. Appraisals shall be accomplished pursuant to the Performance Appraisal Policy, as governed by the provisions of the Amador County Policies & Procedures Manual.

16.3. If the probationary employee successfully completes the probationary period the agency shall request from the Human Resources Director, a report of appointment approving the probationary employee's change of status from probationary to permanent. If the probationary employee fails to complete successfully the employee's initial probationary period, he/she shall be terminated. If the probationary employee fails to complete successfully the employee's promotional probationary period, he/she shall be returned to his/her prior position unless the employee has not concluded the initial twelve (12) month probationary period or the employee's County employment is terminated for just cause.

16.4. Any appraisal 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 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.

16.5. The appraiser shall provide for retention by such employee a true and complete copy of the appraisal, and both the appraiser and the appraised employee shall affix to such copy their signatures and date of review.

16.6. Appraisals shall not be subject to the grievance procedure. However, any employee who wishes to respond to his/her appraisal may, during the employee's working hours and within thirty (30) days of his/her review of the appraisal with the appraiser, make a written response, and the response shall be appended 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.

16.7. The appraiser shall provide for retention by such employee a true and complete copy of such written response, and both the appraiser and the appraised employee shall affix to such copy their signatures and the date upon which the appraiser receives such written response.

16.8 All appraisers shall use the official form provided by the County, Sheriff's Office, District Attorney's Office, or Probation Department, whichever applies. This form shall be made available from, and distributed by, the Sheriff's Office, Probation Department, or District Attorney's Office, whichever applies.

SECTION 17

PERSONNEL FILES

17.1. No material adverse to an employee shall be placed in such employee's personnel file until the material has been read by the employee.

17.2. The employee shall affix his/her signature and date of reading to a statement which indicates that he/she has read the adverse material, and that statement, signature, and date shall be retained as an attachment to, or part of, the adverse material.

17.3. 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 was obtained prior to his/her employment, or which was obtained in connection with a qualifying or promotional examination.

17.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.

17.5. Any employee shall have the right to attach to any material in his/her personnel file which is made available for his/her inspection in accordance with this Section, a written response thereto.

17.6. Such attachment shall be made at a time when the employee is not required to be on duty and shall be made within thirty (30) days of the earliest of the following dates: the date on which the employee first read, inspected, or copied the material to which the employee wishes to make the attachment.

17.7. At the time of such attachment to his/her personnel file(s), the employee and the person(s) causing the entry into the employee's personnel file(s) of the material to which such attachment is made shall affix to such attachment their signatures and the date of attachment.

17.8. 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, authorized Sheriff's Office representative, Probation Department representative, or District Attorney's Office representative, whichever applies, shall sign and date such attachment in his/her/their stead.

SECTION 18

SENIORITY/LAYOFFS/RECALL

18.1. Seniority shall be determined as follows and shall be utilized by employees only for purposes of layoff, recall, or re-employment in accordance with the provisions of this Section.

SENIORITY

18.2. Regular full-time employees shall receive one (1) month of seniority credit for each full calendar month of service within the class.

18.3. Regular part-time employees shall receive one (1) calendar month of credit for each full two (2) calendar months of service in the class.

18.4. Extra-help employees do not accrue seniority.

18.5. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff of one year or less, shall constitute a break in service. A break in service shall result in loss of all previously accrued seniority.

18.6. Seniority shall be reduced for:

- A. Accumulated suspension time of more than ten (10) working days; and
- B. Any leave of absence without pay for more than thirty (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.

18.7. An employee may accumulate class seniority when bumping to a lower class in which they have attained permanent status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

LAYOFFS

18.8. A layoff for purposes of this Section is defined as a reduction in the regular workforce expected to last more than thirty (30) calendar days.

18.9. Covered employees in this Unit who are laid off, or fail to successfully complete promotional probation, shall have the right to bump the employee with the least seniority in the next highest class below the class from which the employee is being laid off, or from which he or she is on promotional probation, and for which the bumping employee is qualified, including a class within the Deputy Sheriff's Association.

18.10. The County will give notice of anticipated layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

18.11. Employees shall be laid off in the following order:

- A. Extra-help employees;
- B. Limited duration employees;
- C. Probationary employees; and
- D. Regular employees.

18.12. Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department, and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

18.13. Layoffs shall occur within the department where the position or positions are deleted.

18.14. In the event of ties in seniority, the Department Head shall determine the order of layoff. The decision is to be based upon the most recent performance appraisal.

BUMPING RIGHTS

18.15. Bumping rights are within the regularly-assigned department only.

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

18.17. Regular employees subject to layoff may bump to a lower class in which they held permanent status (passed probation) within their regularly assigned department, if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position.

18.18. A regular full-time employee may always bump a part-time employee, or vice-versa, if they have greater seniority.

RECALL RIGHTS

18.19. Regular employees laid off shall be placed on a recall list in order of their seniority so that the employee with the greatest class seniority is recalled first. An employee that has accepted appointment to a lower level class as a result of bumping, shall be offered a position in the department in the higher level class prior to an employee that has accepted layoff, regardless of the seniority status of the two employees.

18.20. Recall rights are for a period of one year following layoff.

18.21. Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of one (1) year. Such offers will be on the basis of accumulated class seniority.

18.22. Upon request, employees who have been laid off will receive priority consideration 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. Priority

consideration will consist of interviewing the employee prior to considering any other candidates for the position.

18.23. The right of recall shall not accrue beyond the date on which the employee declines, or fails to respond 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.

RECALL FROM LAYOFF

18.24. An employee recalled from layoff shall be granted restoration of all sick leave available to such employee as of the date of layoff. The period of his/her layoff shall not be considered a break in service for such employee.

18.25. An employee re-employed within one (1) year following expiration of his/her right of recall from layoff in the regularly assigned class from which he/she was laid off shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the length of time intervening between the date of expiration of his/her right of recall from layoff and the date on his/her re-employment.

18.26. An employee re-employed either prior to, or within one (1) year following expiration of his/her right of recall from layoff in a class other than the regularly assigned class from which he/she was laid off, shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff, or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the rate at which such employee shall earn and accrue vacation leave, and for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of Section 25 below.

SECTION 19

DISCIPLINARY ACTIONS

JUST AND SUFFICIENT CAUSE

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

19.2. Just cause for County disciplinary action taken against permanent full-time or part-time employees shall consist of any of the reasons as set forth herein. The limitation periods set forth in the Public Safety Officers Procedural Bill of Rights Act, Government Code Section 3300 et seq. (The “Act” hereinafter) shall apply to the discipline of sworn personnel.

- A. Appraisal of an employee’s performance containing a proposal of disciplinary action based upon such appraisal.
- B. Evident unfitness or unsuitability for service.
- C. Incompetence.
- D. Inefficiency.
- E. Inexcusable neglect of duty.
- F. Violation of any concerted activities provision.
- G. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
- H. Insubordination or willful disobedience.
- I. Refusal, or knowing failure, to perform work in accordance with County or state job safety requirements.
- J. Fraud in securing any employment with the County.
- K. Sexual harassment in, or affecting, the work environment.
- L. 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.
- M. Improper political activity.
- N. Dishonesty.
- O. Misuse, malicious damage, or theft of County property.

- P. Conviction of any felony.
- Q. Conviction of any misdemeanor committed while on duty, or any misdemeanor involving moral turpitude.
- R. Discourteous treatment toward another employee, or toward 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.
- S. Unlawful use of, or being under the influence of, any controlled substance, as defined by California Health and Safety Code Section 11007, or its successors, while on duty.
- T. Use of, or being under the influence of, alcohol while on duty.
- U. Breach of confidentiality as covered in departmental and County-wide policy, as governed by the provisions of the Amador County Policies & Procedures Manual.
- V. Engaging in inappropriate discriminatory activity against one or more persons protected under state or federal law as described in Section 7 of this Agreement.
- W. Inability, or incapacity, to perform assigned job duties.
- X. Any breach of a professional, County, Probation Office, District Attorney's Office, or Sheriff's Office standard, policy, or rule or a negligent act or omission which results in injury or damage to property or to another person or employee.
- Y. Other behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the County, or to the employee's Agency/Department.

PROCEDURES

19.3. The Agency/Department head, or his/her designee, may initiate disciplinary action (the "Initiator").

19.4. Except as provided by Section 7 herein, there shall be no right of appeal from any disciplinary action, except by a permanent full-time or part-time employee.

DISCIPLINARY PROCESS

19.5. The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purpose of providing both a corrective warning and a penalty to an employee whom the County intends to retain as an employee after the discipline. The County may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the County believes dismissal to be the appropriate discipline because of the employee's conduct.

19.6. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct violations of applicable

County, District Attorney's Office, Probation Department, or Sheriff's Office policies. The disciplinary process outlined herein has been established to provide general guidelines for a fair method of disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn employees will be afforded certain procedural rights, which are specified in the Act. Performance appraisals and constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in the Act.

19.7. Discipline may be initiated for various reasons, including, but not limited to, violations of applicable County, Probation Department, District Attorney's Office or Sheriff's Office policies, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from a written reprimand to immediate dismissal.

19.8. Disciplinary actions shall consist of a written reprimand, reduction in pay, suspension, demotion, or dismissal ("action"), 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 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, including tape recordings 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 to be accompanied by a representative of the employee's choice during the Skelly process meeting.
- G. A statement of the employee's right after the effective date of the action to an evidentiary hearing before an arbitrator from the American Arbitration Association as set forth below and to be represented during such hearing.

19.9. 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.

19.10. 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.

19.11. Service of a true and complete copy of the above notice, including all accompanying documentation (which includes audio/video and digital media recordings), shall also be made upon an Association President, with the concurrence of the subject employee, and upon the

County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

19.12. Written reprimands remain in the employee's personnel file for three (3) years, after which time, if the employee has not had any other disciplinary actions against him/her during the three (3) year period, the written reprimand would be removed from the employee's personnel file but would continue to be citable by the employer, at the employer's discretion, as a prior disciplinary action against the employee for purposes of progressive discipline pursuant to the MOU. Further, if the employee does incur any subsequent disciplinary action(s) against him/her during the three (3) year period immediately following a written reprimand, the written reprimand would remain in the employee's personnel file unless and until the employee has had three (3) consecutive subsequent years from the date that the latest (i.e., most recent) disciplinary action was taken, without another disciplinary action being taken against him/her. In other words, in order for any disciplinary action(s) to be removed from the employee's personnel file, there must be three (3) consecutive subsequent years with no disciplinary action(s) being taken.

SKELLY PROCESS

19.12. The employee shall be provided notice of the proposed discipline as noted in this Section. Within seven (7) calendar days of the notice of the proposed discipline, the employee, or his/her representative, may file a request for a Skelly meeting with his/her Agency/Department Head, or his/her designee.

19.13. The Agency/Department Head, or his/her designee, shall schedule a Skelly process meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for the meeting.

19.14. The County shall record such 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.

19.15. The failure of an employee to timely request, or to appear for such meeting, shall constitute a waiver of the employee's right to such meeting and subsequent appeal rights.

19.16. The Agency/Department head, or his/her designee, shall conduct the meeting and shall render a decision, upholding, modifying, or overturning the proposed action.

19.17. After the decision rendered by the Agency/Department Head, or his/her designee, the discipline shall be imposed.

APPEAL PROCESS

19.18. Any appeal shall be in writing and shall set forth clearly the factual and legal basis for the appeal.

19.19. If the employee is dissatisfied with the action taken after the Skelly process, he or she may appeal the decision to arbitration within ten (10) working days of being given notice of the decision by filing a written request with the Director of Human Resources with a copy to the Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to arbitration.

19.20. Upon written receipt of the appeal to arbitration the Director of Human Resources and the employee/Association shall select an arbitrator within ten (10) working days of receipt of the appeal. If the parties are unable to select an arbitrator, the parties may submit the appeal to the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules or the parties may request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. If an arbitrator is chosen by the American Arbitration Association, it is without input from the parties. If the parties use a list from SMCS, the parties will subsequently strike names until an arbitrator is selected. The parties further agree to accept the Arbitrator's award as final and binding on them.

19.21. 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.

19.22. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The costs of such an employee witness shall be borne by the County provided the Association submits to the County a list of all such witnesses at least seven (7) days before the scheduled hearing date, and the number of such witnesses is reasonable. Under no circumstance shall the County bear the costs of employee witnesses required to appear in any judicial proceeding unless subpoenaed by, and on behalf of, the County.

COSTS

19.23 The Arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties will split equally the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.

ADMINISTRATIVE LEAVE

19.24 Administrative leave should be used only in the most extreme situations where the employee's presence on the job may create a safety problem or be a major detriment to the completion of work. Prior to placing an employee on administrative leave, the alternative of temporary reassignment of the employee should be considered. Since the leave is with pay, the investigation and subsequent service of notice, if applicable, must be completed in a timely manner. Administrative leave is only granted with the approval of the Agency/Department Head, or his/her designee.

19.25 The notice of administrative leave shall state the reasons for placing the employee on administrative leave.

19.26 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.

19.27 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.

19.28 No employee shall be placed on administrative leave for longer than fifteen (15) calendar days; provided, however, that an Initiator may request that the employer's Chief Administrative Officer (County Administrative Officer, Probation Chief, District Attorney, or Sheriff, whichever applies) to extend the employee's administrative leave for a maximum of thirty (30) consecutive calendar-days. The applicable Chief Administrative Officer may, upon good cause shown, with written notice to the employee and the Human Resources Director, grant said extension. If the Initiator desires an extension of the administrative leave beyond a total of forty-five (45) consecutive calendar days, he/she must obtain approval of the extension of time from the Board of Supervisors.

19.29 The Act shall apply to all sworn personnel, as referenced in Government Code Section 3300, *et seq.*

INTERNAL AFFAIRS INVESTIGATIONS

19.30 Whenever any employee is under investigation, and is subject to questioning which could lead to County disciplinary action adverse to the employee, such questioning shall be conducted in accordance with the following requirements.

19.31 The questioning shall be conducted preferably during the time the employee is on duty or, failing that, during the employee's normal working hours, unless the seriousness of the investigation requires otherwise. Any time spent by an employee in such questioning shall, for the purposes of compensation, be considered time spent in the performance of his/her regular employment duties. No employee shall be disciplined, or discriminated against, for work not performed during such questioning.

19.32 An employee under investigation shall be informed, in writing, prior to questioning, of the name and employment position of the person in charge of the questioning, the name and employment position of the interviewer, and the name and employment position of any persons to be present on behalf of the County during the questioning.

19.33 Any employee under investigation shall be informed, in writing, of the nature of the investigation, prior to questioning of the employee.

19.34 All questions directed to an employee under questioning shall be asked by, and through, no more than two (2) interviewers at one time.

19.35 The interview shall be for a reasonable length of time, taking into consideration the gravity and complexity of the issue giving rise to the questioning.

19.36 An employee under questioning shall be permitted to attend to his/her own physical necessities.

19.37 An employee under questioning shall not be subjected to offensive language, or threatened with disciplinary action, except that an employee who refuses, or willfully fails, to respond to any questions, or to submit to questioning, shall be informed that refusal, or willful failure, to answer any questions directly related to the investigation or questioning, may result in disciplinary action. No promise of reward shall be made as an inducement to answer any question.

19.38 The complete questioning of an employee may be recorded by the County, but the employee under questioning shall have access to the recording if any further proceedings are contemplated by the County, or prior to any further questioning at a subsequent time. An employee under questioning shall have the right to record with his/her own recording device any and all aspects of the questioning.

19.39 Within a reasonable period of time following his/her questioning, an employee shall be entitled to a transcribed copy of any notes made by a stenographer during the questioning and to any notes, reports, or complaints germane to the investigation or questioning, except those notes, reports, or complaints which are deemed by the investigating agency to be confidential. No notes, reports, or complaints which are deemed to be confidential shall be entered in the employee's personnel file.

19.40 If, prior to, or during the questioning of an employee, it is deemed that the employee may be charged with a criminal offense, no further questioning shall ensue until the employee has been informed of his/her constitutional rights.

19.41 An employee who is subject to questioning shall at all times during such questioning have the right to have present a representative of his/her own choosing. The representative shall not be a person subject to the same investigation and shall not be required to disclose, nor be subject to, any disciplinary action, or discrimination, for refusing to disclose any information received from the employee who is subject to investigation for non-criminal matters.

19.42 The County shall not cause an employee under questioning to be subject to visits by the press or news media without the express written consent of the employee, nor shall the home address, telephone number, or photograph of the employee be given to the press or news media without the express written consent of the employee.

19.43 Nothing in Section 19 of this Agreement as it relates to Internal Affairs Investigations shall be construed to apply to the questioning of any employee in the normal course of duty, counseling, instruction, or informal verbal admonishment, warning, or reprimand by, or other routine, or unplanned contact with a supervisor, or any other employee, nor shall anything in Section 19 of this Agreement as it relates to Internal Affairs Investigations apply to any investigation concerned solely and directly with alleged criminal activity.

SECTION 20

GRIEVANCES

20.1. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance.

20.2. 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.

20.3. When the grievant is an employee, 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 is satisfied with the resolution, if any, of the grievance, that the grievance is terminated, 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.

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

20.5. The County shall allow an employee and/or his/her Association representative reasonable time off work without loss of pay, or benefits, in order to process a grievance during normal working hours. "Processing" as used herein does not include investigation or preparation of the written grievance.

20.6. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one joint hearing on all the grievances.

STEP 1. COUNTY/EMPLOYEE/ASSOCIATION

20.7. Within fifteen (15) 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 County official who has supervisory or managerial authority over the grievant.

20.8. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

20.9. Within five (5) working days of such a meeting when the grievant is an employee, the County supervisory or management official shall serve written notice of the decision to the grievant.

20.10. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing within seven (7) calendar days of receipt of the written decision at Step 1, or within seven (7) calendar days after the decision deadline at Step 1 has elapsed.

STEP 2. AGENCY/DEPARTMENT HEAD

20.11. Any appeal from a Step 1 decision on a grievance shall be in writing. The Department Head, or his designated representative, shall meet with the employee in an attempt to resolve the grievance within five (5) working days of the receipt of the grievance. The Department Head shall render a written decision on the matter within five (5) working days of the meeting.

STEP 3. EVIDENTIARY HEARING

20.12. The grievant may appeal the decision at Step 2 to the Board of Supervisors for a binding decision within five (5) working days of receiving the decision from Step 2, by filing a written appeal with the Board of Supervisors. The employee shall simultaneously provide a copy of the appeal to his or her Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to the Board of Supervisors.

20.13. The hearing on grievances shall be conducted and decided by the Board of Supervisors using the same procedure as hearings on disciplinary actions as set forth in Sections 19.18, 19.21, and 19.22.

20.14. The costs of hearings before the Board of Supervisors, excluding the other party's costs incurred to present its case, shall be paid by the losing party. If the grievance is withdrawn by the grievant prior to the hearing, and costs are incurred as a result, the parties shall divide evenly the costs of the hearing, unless the compromise disposes of the costs thereof differently. If the hearing proceeds to a determination by the Board of Supervisors, either party or the parties jointly may request a finding by the Board of Supervisors as to which is the losing party. If the Board of Supervisors does not determine the losing party, the parties shall divide the costs of the hearing.

20.15 When through a showing of good cause that the Board of Supervisors cannot be an impartial decision maker in any specific matter brought before it pursuant to this Section the parties shall not use the Board of Supervisors to hear and decide the matter but shall instead employ an independent arbitrator as a decision maker using the procedure established in the MOU for the General Unit.

SECTION 21

SICK LEAVE AND LEAVES OF ABSENCE

SICK LEAVE – ELIGIBILITY

21.1. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of ninety-six (96) hours per year.

- A. Sick leave may be taken when the employee is sick or injured and unable to perform his/her duties substantially like normal or would endanger other employees or the public.
- B. No more than six (6) days of a regular employee’s available sick leave annually may be taken for reasons of illness, or injury, of a member of the employee’s immediate family.
- C. Such other reasons as may be approved by the Department Head.

21.2. Except as otherwise required by law, sick leave accrued by an employee shall not be available to the employee until after completion of six (6) continuous months of employment with the County.

21.3. The County may require from an employee a written release from a licensed health care practitioner for the employee’s return to duty and verification of illness or injury after any absence over six working days due to illness or injury. The County may also require a fit-for-duty examination from a health care practitioner, chosen and paid for by the County. If a fit-for-duty examination is required, it must be performed prior to the employee returning to work. The County will reimburse the employee for expenses according to the County travel policy. In any case, an employee absent due to an alleged occupational injury or illness shall provide to the County a written release from a licensed health care practitioner for the employee’s return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

21.4. Upon completion of any waiting period during which no benefits are payable from State Disability Insurance (SDI), or from workers’ compensation temporary disability indemnity, an employee shall receive for the period of absence due to injury or illness following any such required waiting period, that fraction of his/her unused sick leave necessary to make up any difference in wages between the State Disability Insurance (SDI) benefits or temporary disability indemnity, and the pay the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of illness or injury following any such required waiting period. An employee paid in accordance with this formula shall utilize his/her available sick leave in fractional amounts until his/her available sick leave is exhausted. An employee on worker’s compensation or State Disability Insurance (SDI) shall have the option of using his/her accrued vacation leave.

An employee shall not accrue sick leave or any other leave described in this section while receiving non-work related disability benefits. The County may request verification of use of sick leave for self or immediate family. The employee shall be notified in advance if verification is required.

UNUSED SICK LEAVE

21.5 No employee shall be eligible for any payment for unused sick leave, except as provided in Section 21.6. Employees shall receive credit for unused sick leave toward retirement benefits as provided in Public Employees Retirement System (PERS), Section 20862.8.

21.6 When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of hours of accrued sick leave upon retirement only.

BEREAVEMENT LEAVE

21.7 A regular employee shall be granted up to three (3) days of paid bereavement leave on account of the death of any member of his/her extended family. Employees may extend bereavement leave by using an additional two (2) days of paid sick leave days.

21.8 The County may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her immediate family.

JURY DUTY OR TESTIMONY ON BEHALF OF COUNTY

21.9 Any regular employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the County of Amador, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the County.

EXAMINATIONS OR INTERVIEWS

21.10 Employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

21.11 The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the County.

MILITARY LEAVE

21.12 An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

21.13 The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the County.

21.14 Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves in accordance with the provisions of State and Federal Military and Veterans Codes.

21.15 Any regular full-time employee who is involuntarily called to full time active military duty during the remaining term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed 180 days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military the employee shall not be entitled to receive County health insurance benefits.

CATASTROPHIC LEAVE

21.16 A catastrophic leave bank shall be established, but only when an employee who qualifies to use it requests it; the leave bank is not continually in existence. When an employee needs, and requests, donations, vacation leave and/or sick leave only may be donated into the bank. The County Human Resources Director shall act as a "banker", supervising the donations and the acceptance of the donated leave. An employee will have to use all of the vacation, sick and compensatory time off (CTO), and holiday leave accrued to him/her before using any donated catastrophic leave.

FAMILY & MEDICAL LEAVE

21.17 The County shall comply with federal and state law regarding family leave, as governed in the Amador County Policies & Procedures Manual.

Management Leave

21.18 ~~Management Leave: Effective 10/1/2020,~~ Mid-Management Classifications shall earn and accrue Management Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule, they shall earn and accrue paid Management Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:

- A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate. Accrual of Management/Administrative leave shall cease when the maximum amount of Management/Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued Management/Administrative leave is below the maximum allowed accrual. An employee shall not be eligible to utilize his/her

Management/Administrative Leave until after completion of six (6) continuous months of employment with the County.

B. Part-time employees will have the leave pro-rated based on the numbers of hours worked.

C. If an eligible employee separates from County employment, said employee will not be paid in cash for any unused professional Management/Administrative leave. However, if an eligible employee moves to another County employment classification, which has no professional leave, said employee will be paid off in cash.

OTHER LEAVES

21.19 In addition to those leaves of absence above, a leave of absence with, or without pay, may be granted by the Board of Supervisors for any period of time and upon any terms acceptable to it and the employee. No medical leave of absence pursuant hereto shall be granted unless required by a physician.

21.20 An employee's pay for a period of absence under any provisions of this Section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

21.21 No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease immediately for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as provided below, unless continuation of such benefit accrual is required in accordance with the provisions of the Sections herein as they relate to Military Leave. The County will cease the County contribution toward Health and Welfare benefits (health, dental, vision, and life insurances) after thirty (30) calendar days after the approved paid leave is exhausted. The employee shall be responsible for the employee's share of the benefits until the County's share of benefits terminates. At such time the employee shall be responsible for the full cost of the benefits in accordance with COBRA regulations.

21.22 The County may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the County by its employees or during any bona fide emergency for which the County deems it necessary to have its employees work.

UNAUTHORIZED ABSENCE

21.23 Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the last date on which the employee worked. Any employee's failure to return to County service within five (5) working days of the

expiration of his/her leave of absence authorized in accordance with the provisions of this Agreement, or to secure from the County extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.

21.24 Reinstatement of an employee to his/her employment with the County following his/her automatic voluntary resignation may be granted by the Board of Supervisors through the County Administrative Officer upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation and/or supporting evidence satisfactory to the Board of Supervisors as to the sufficiency of the causes for his/her unauthorized absence, or for his/her failure to return to County service upon expiration of his/her leave of absence, or to secure from the County extension of his/her leave of absence, reinstatement shall be denied.

SECTION 22

HOLIDAY LEAVE

ELIGIBILITY

22.1. Covered employees shall be granted paid holiday leave in accordance with Section 22.5 for the following holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday.....	Third Monday in January
President's Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veteran's Day.....	November 11
Thanksgiving.....	4 th Thursday in November
Friday following Thanksgiving Day.....	4 th Friday in November
Christmas Eve.....	December 24
Christmas Day.....	December 25

SATURDAY OR SUNDAY

22.2. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday which is not a holiday shall be deemed the holiday.

COMPENSATION

22.3. Full-time employees assigned to a ten (10) hour four day workweek shall accrue (10) hours holiday leave for each holiday. Full time employees assigned an eight (8) hour five day week shall accrue (8) hours holiday leave for each holiday. Regular part-time employees shall earn paid holiday leave at the rate of ten (10) hours holiday leave for employees assigned a ten hour day and eight (8) hours holiday leave for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which hours of service shall be performed prior to a holiday as designated herein in order for such employee to establish eligibility for holiday leave for such holiday.

22.4 Holiday leave shall not be earned by extra-help employees.

22.5 A regular employee holding any position not exempt from the overtime provisions of the Fair Labor Standards Act is required, or permitted, to work on a holiday for which he/she is eligible for paid holiday leave shall be granted compensation at a rate equal to two (2) times the employee's straight-time rate of pay for hours worked on a holiday. A non-exempt employee assigned to a ten hour/four day work week shall receive holiday pay, or accrued holiday leave,

for ten (10) hours of holiday pay for each holiday. A non-exempt employee assigned to an eight hour/five day work week shall receive holiday pay, or accrued holiday leave, for eight (8) hours of holiday pay for each holiday. Exempt employees shall be paid at the employee's regular rate of pay for each holiday observed. An eligible FLSA non-exempt employee shall be in paid status on his/her regular working day immediately preceding, or succeeding a holiday, in order to be paid for the holiday.

22.6 When a holiday falls on a regular day off for an employee assigned to a 4/10 work schedule said employee shall be credited with ten (10) hours of holiday leave. When a holiday falls on a regular day off for an employee assigned to a 5/8 work schedule said employee shall be credited with eight (8) hours of holiday leave. Any unused time in the holiday bank shall be paid off in cash after the end of each calendar year.

22.7 An eligible employee failing to utilize his/her holiday leave in accordance with the above provision within the calendar year in which such leave was earned, shall be paid at straight time in lieu of such holiday leave, which leave shall be deducted from his/her leave.

22.8 The County may, at its discretion, deny to any employee holiday leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

22.9 Except as provided by Section 22.5 above, a Sergeant's pay for any paid holiday shall in no event exceed the straight-time rate of pay which the employee would have received if he/she worked his/her regular hours in his/her most regularly assigned class; i.e., not in any temporarily assigned higher class, on the paid holiday.

22.10 An employee shall not accrue holiday leave while receiving non-work related disability benefits.

SECTION 23

VACATION LEAVE

ELIGIBILITY

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

- A. For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of 3.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of eighty-eight (88) hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every seventy-two (72) hours worked up to a maximum of one hundred twenty-eight (128) hours per year.
- B. For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every seventy-two (72) hours worked up to a maximum of one hundred twenty-eight (128) hours per year.
- C. For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of one hundred sixty-eight (168) hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of one hundred sixty-eight (168) hours per year.

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

23.3. 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.

23.4. 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.

23.5. Vacation leave shall be granted, and shall be utilized, no later than the calendar year following the calendar year in which the employee earned and accrued such leave; provided, however, that every employee shall take a minimum of five (5) consecutive days of vacation leave in every calendar year (or four (4) days if the employee is assigned to a four-day-ten-hour shift.

23.6. An employee shall not accrue vacation leave while receiving non-work related disability benefits.

23.7. An employee failing to utilize timely his/her accrued vacation leave as set forth in Section 23.6 shall cause the employee not to accrue further vacation leave until the unused vacation leave has been utilized. The County shall make time available for said vacation leave. At any time after an employee reaches two (2) months of the maximum accrual of vacation leave and has no vacation leave scheduled he/she may be directed by his/her Agency/Department Head to take all or any part of his/her vacation whenever the Agency/Department Head elects.

23.8. Except in cases of bona fide emergency, vacation leave shall be requested by an employee wishing to utilize such leave at least fifteen (15) days in advance of the day upon which such leave is to commence. Vacation leave shall be scheduled by the employee's Department Head, or his/her designee, at times requested by the employee insofar as possible within the County's work requirements.

23.9 The County may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

SECTION 24

HOURS OF WORK

WORKDAY

24.1. The workday for full-time employees shall be between eight (8) hours and twelve (12) hours (as determined by the Sheriff, the District Attorney, and/or the Chief Probation Officer or their respective designees). Sergeants who supervise non-Unit employees may be assigned comparable shifts and are expected to work at the direction of Sheriff or Sheriff's designee. The Chief District Attorney Investigator may be assigned any shift and is expected to work at the direction of the District Attorney or his or her designee. The Deputy Chief Probation Officer may be assigned any shift and is expected to work at the direction of the Probation Chief.

24.2. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of Section 24.9.

WORKWEEK

24.3. The workweek for full-time employees shall be five (5) workdays, or four (4) workdays (as determined by the employee's department head within a calendar week for a total of forty (40) hours). The department head may, in their discretion, approve and implement other full-time weeks for Sheriff's Office employees, subject to the requirements of applicable law and consistent with the workday provisions in section 24.1.

24.4. The workweek for part-time employees shall be five (5), or fewer, workdays within a calendar week, for a total of fewer than forty (40) hours.

24.5. The workweek for any employee may be extended at the discretion of the County in accordance with the provisions of Sections 24.9.

24.6 No part-time or extra-help employee shall have a right to work any fixed number of hours in any week or in any month; the number of hours that a part-time or extra-help employee works shall be determined on a periodic as-needed basis by the employee's Department Head.

MEAL/BREAK PERIODS

24.7. Every employee shall be granted compensated meal/break time at the rate of fifteen (15) minutes for each four (4) hours of continuous work or major fraction thereof. Compensated meal/break time shall be included and taken within the employee's regular shift. The allocated time may be used in one block, or in smaller time blocks, with the consent of the employee's supervisor. No other break or rest periods are granted or recognized during the regular shift. In such cases where the employee is unable to take the meal/break period, due to the work load, no special compensation (including overtime pay) may be granted.

24.8. Rest time shall be taken at such times and at such places as shall be determined by the County.

CALL-IN/STANDBY/OVERTIME

24.9. Non-exempt employees required by the County to work in addition to his/her workday anytime which is not continuous with his/her workday shall, for each instance of the performance of such work, be considered to have performed at least three (3) hours of overtime work in accordance with the provisions listed below. For purposes of Section 25.23., this provision is hereby waived. An employee called out to work which work is continuous to his/her workday, whether called out from standby or not, shall not be entitled to call-in pay but shall be entitled to overtime pay for his/her time worked in addition to his/her regular workday. Telephone calls to an employee on standby shall not be compensated. Telephone calls to an employee not on standby shall be compensated at fifteen (15) minutes of overtime for the total of all such calls during one twenty four hour period; provided however, that if the actual time of all said calls during one such period exceeds fifteen (15) minutes the employee shall be compensated at the overtime rate for the total time taken for said telephone calls.

~~**24.10.**~~—A sergeant assigned by the County to be on standby during non-duty hours shall make himself/herself available for, and respond to, all calls for work during such standby period; an employee who is found to be unavailable for, or who fails to respond to, a call for the performance of work during a standby period may be subject to disciplinary action.

~~**A-24.10.**~~ “Available for calls for work” means that the sergeant on standby shall be in the county of his/her residence, with uniform immediately available, and shall not consume alcohol or other drug that would not be tolerated while on duty.

24.11. Any employee assigned by the County to be on call during non-duty hours shall receive standby compensation at the rate of three dollars (\$3.00) per hour during such standby period, provided such employee makes himself/herself available for, and responds to, all calls for work during such period within fifteen (15) minutes of receiving communication that he/she should report for work. Any employee who is found to be unavailable for a call for the performance of work during a standby period may be subject to disciplinary action.

24.12. Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions listed below. For the first such instance of performance of work during any twelve (12) hour standby period, which standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least one (1) hour of overtime work beyond the workday in accordance with the provisions listed herein.

24.13. The County vehicle assigned by the County for an employee to have at his/her residence for the purpose of performing overtime work during an assigned standby period, shall be considered such employee’s assigned worksite for any overtime work performed during such standby period.

24.14. Standby compensation shall not be considered part of the employee’s regular rate of pay for purposes stated herein.

24.15. Employees are not entitled to concurrent pay for standby and call-in.

OVERTIME/COMPENSATORY TIME OFF (CTO)

24.16. A non-exempt employee assigned by the County to perform overtime work beyond the workday, beyond the workweek, beyond the work period established in lieu of the forty (40) hour workweek, or beyond the sixth consecutive workday of a work period established in lieu of the forty (40) hour workweek, shall be compensated with overtime pay or compensatory time off (CTO) instead of cash on the following basis:

- A. Each calendar year, a maximum of ~~eighty (80)~~ one hundred twenty (120) hours of compensatory time off (CTO) may be accumulated by any non-exempt employee and then taken in cash or in time off, at the option of the employee.
- B. During each calendar year, once overtime accrues to ~~eighty (80)~~ one hundred twenty (120) hours in compensatory time off (CTO), all additional overtime will be paid in cash at overtime rates and compensatory time off will not accrue.
- C. Also subject to these notice provisions, management may direct an employee to use any amount of compensatory time off (CTO) when management finds it appropriate for the employee to do so.

24.17. Exempt employees shall not be compensated for overtime. Except in those instances where the County is reimbursed by an outside agency for the cost of providing overtime pay for exempt bargaining unit employees at the rate of one and one-half (1½) times the equivalent of the eligible employee's hourly rate of pay for actual hours worked in excess of forty hours in the employee's regular work week. In no case shall the exempt employee be entitled to more pay than is reimbursed by the outside agency.

24.18. Overtime rate of compensation for non-exempt employees shall be equal to one and one-half (1½) times the employee's regular rate of pay for ALL such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. Compensated time off (CTO) for overtime shall accrue at the same rate.

24.19. For the purpose of computing overtime compensation, the term "employee's regular rate of pay" shall include the POST Advanced Certificate differential.

24.20. An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement. Even if the request is made timely, Management has up to 30 days to schedule the CTO for the employee and not necessarily for the shifts desired by the employee. The taking of the CTO may not unduly disrupt the administration of the Department's duties. The foregoing is agreed between the parties to be consistent with the FLSA.

24.21 Notwithstanding the forgoing, the work period for the purpose of determining overtime pursuant to the Fair Labor Standards Act (FLSA) shall be twenty-eight (28) days per month. The employer may implement such FLSA work period as it deems necessary to minimize

overtime costs associated with any of the workdays and workweeks provided under this Section 24.

24.22. Any vacation leave, sick leave, or holiday leave taken by an employee during a work week shall count as work time for the purpose of determining whether or not time worked in addition to forty (40) hours during that work week should be compensated at overtime rates.

24.23. Overtime or call-in time shall not be earned for County court time expended during vacation or holiday leave. The employee called to court during vacation or holiday leave shall be paid at the straight time rate. An employee called to court on his/her regularly scheduled day off shall be paid at the overtime rate for the time spent at court.

24.24. An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement.

24.25. For the purpose of computing overtime compensation, the work period, workday, and workweek for part-time employees are the same as full-time employees.

24.26. The time used by an employee in commuting to his/her residence in a county vehicle shall be outside of the employee's workday and shall not be compensated. If the employee is called out during the commute the time spent working shall be at overtime rates but not as call-in time.

SECTION 25

HEALTH AND WELFARE BENEFITS

HEALTH INSURANCE- ELIGIBILITY

25.1 Every regular full-time and part-time employee is eligible for health, dental and vision insurance in accordance with plan provisions on the first day of the month, following the month in which such employee begins his/her County employment.

PERS HEALTH BENEFITS

25.2 The County maintains a contract with PERS (~~PEHMCA~~) to make available PERS health benefits to covered full-time and part-time regular employees (“active members”), and retired covered employees who are annuitants of PERS (“covered retirees”). The County’s contribution is set at the minimum monthly contribution required by Public Employees’ Medical and Hospital Carte Act (PEHMCA) Regulations.

The ~~2020-2022~~ minimum monthly Employer contribution was set at ~~one hundred thirty-nine dollars~~ one hundred forty-nine dollars (\$149.00). ~~The 2023 minimum monthly Employer contribution is set for one hundred fifty-one dollars (\$151.00) monthly or sixty-four dollars and fifteen cents bi-weekly and one hundred forty-three dollars (\$143) monthly or sixty-six dollars bi-weekly for 2021.~~ Covered retirees shall include active members who retire, *i.e.*, who become PERS annuitants directly upon leaving County employment after five (5) years of County service.

CAFETERIA PLAN

25.3 Cafeteria Plan. In addition to the contribution for PERS health plan specified in 25.2 above, the County provides bi-weekly contributions to the Cafeteria Plan to be utilized by employees for medical, dental and vision plan premiums. Full-time employees enrolled in one of the PERS Health Plan Programs will receive a bi-weekly contribution to the Cafeteria Plan as provided below:

~~For the period beginning October 1, 2020 the~~ The bi-weekly contribution to the Cafeteria Plan for employees who select the PORAC Plan or a less expensive plan beginning with the 2023 Plan Year shall be up to ~~three hundred fifty-eight dollars and fifteen cents (\$358.15)~~ three hundred eighty-seven dollars and twenty-three cents (\$387.23) for employees with single coverage; ~~seven hundred twenty-seven dollars and eighty-five cents (\$727.85)~~ seven hundred eighty-five dollars and eight cents (\$785.08) for employees with two-party coverage; and ~~nine hundred thirty-six dollars (\$936)~~ nine hundred eighty-eight dollars and fifteen cents (\$988.15) for employees with family coverage, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

The bi-weekly contribution to the Cafeteria Plan for employees who select a more expensive plan than PORAC shall be up to ~~three hundred sixty-five dollars and fifty-four cents~~

~~(\$365.54)three hundred ninety-four dollars and sixty-two cents (\$394.62)~~ for employees with single coverage; ~~seven hundred seventy-two dollars and sixty-two cents (\$772.62)~~eight hundred twenty-nine dollars and eighty-five cents (\$829.85) for employees with two-party coverage; and ~~one thousand thirty dollars and fifteen cents (\$1030.15)~~one thousand eighty-two dollars and thirty-one cents (\$1,082.31) for employees with family coverage, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

Employees who select health insurance may utilize the contribution in 25.2 PLUS the amounts contributed to the Cafeteria Plan listed above. Example: If the minimum PERS contribution for Plan Year 2023 is ~~one hundred thirty-nine dollars (\$139)~~one hundred fifty-one dollars (\$151) per month and the Cafeteria Plan contribution for single PORAC in Plan Year 2023 is ~~six hundred thirty-seven dollars (\$637)~~six hundred eighty-eight dollars (\$688), then the employee has a total of ~~seven hundred and seventy-six dollars (\$776)~~eight hundred thirty-nine dollars (\$839) per month to use for medical, dental and vision coverage which when converted to bi-weekly is ~~three hundred fifty-eight dollars and fifteen cents (\$358.15)~~three hundred eighty-seven dollars (\$387) per bi-weekly pay period.

INCREASES TO CAFETERIA PLAN

~~25.4.— Effective January 1, 2021, the County will increase the County’s bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.~~

Effective January 1, 2022, the County will increase the County’s bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2023, the County will increase the County’s bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2024, the County will increase the County’s bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for

employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2025, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

CAFETERIA PLAN ADMINISTRATION

25.5 Employees may use remaining monies to upgrade the dental and vision plans but are not eligible to receive any money in excess of the premium amount. Part-time employees shall receive a contribution to the Cafeteria Plan in an amount equal to the proportion of hours regularly scheduled up to full time.

Any employee who waives medical insurance may receive one hundred eighty-four dollars and sixty-two cents (\$184.62) per bi-weekly pay period in cash from the Cafeteria Plan.

25.6 Each active member shall direct the County Human Resources to deduct from his/her paycheck any amount requested by the employee to be transmitted to PERS, in addition to the bi-weekly amount specified above, or to another provider to pay for insurance benefit costs in excess of the bi-weekly contribution to the Cafeteria Plan.

25.7 As a condition of continued County employment, every regular full-time employee covered by this Agreement, including, but not limited to, active members, shall have in effect at all times reasonable major medical/hospitalization insurance. Said coverage shall be through PERS, or from another comparable insurer. Regular full-time or part-time employees not covered by a PERS major medical/hospitalization insurance program shall be required to submit annually to the Human Resources Director, upon the County's request, evidence of having in effect such major medical/hospitalization insurance.

25.8 No insurance coverage contribution, or health benefit contribution, shall be made by the County for any employee for extra help, standby, or overtime service, or for any period of work not performed, except for any period which is a paid leave of absence.

PRE-TAX SALARY DEDUCTIONS

25.9 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.

25.10. Employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly hired employee shall have until the first day of the month following the month in which he/she completes the sixty (60) days of regular service in order to complete the enrollments required for insurance coverage. Thereafter, changes in the enrollments for all employees may be made by an employee for the CalPERS Health Program, or when the employee experiences a life event as defined under CalPERS special enrollment opportunities only during the month of August; provided, however, that the Board of Supervisors may grant any employee permission to change his/her pay/insurance election or the enrollments following the employee's application to the Board through the County Administrative Officer for such permission.

DEFERRED COMPENSATION ANNUITY PROGRAM

25.11 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 bi-weekly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. For eligible employees in years with twenty-six bi-weekly payroll periods, The County will contribute twenty three dollars and eight cents (\$23.08) per bi-weekly pay period to the Section 457 employee's 401(a) deferred compensation account of each employee who contributes at least twenty three dollars and eight cents (\$23.08) bi-weekly to their 457 deferred compensation account for the same bi-weekly pay period. For eligible employees in years with twenty-seven bi-weekly payroll periods, the County will contribute twenty-two dollars and twenty-two cents (\$22.22) per bi-weekly pay period to the employee's 401(a) deferred compensation account of each employee who contributes at least twenty-two dollars and twenty-two cents (\$22.22) bi-weekly to their 457 deferred compensation account for the same bi-weekly pay period. However, if the employee ceases such contributions, the county match will no longer apply. This matching contribution will take effect October 1, 2020 upon adoption of the 2020-2022 MOU by the Board of Supervisors and shall continue September 30, 2022, at which time the matching contribution will cease.

25.12 At its sole discretion, the County may change Deferred Compensation Plans. The County will notify the Association one (1) month prior to the change.

DISABILITY INSURANCE

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

25.14 During the term of this Agreement, the Association may notify the County of the desire to withdraw from the SDI program. At such time, the County will contact SDI to initiate the process.

MILEAGE AND TRAVEL ALLOWANCES

25.15 Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore as governed by the Amador County Policies & Procedures Manual. 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.

25.16 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, as governed by the Amador County Policies & Procedures Manual.

25.17 Other allowances shall be paid to employees for travel which is required by the County as governed by the Amador County Policies & Procedures Manual.

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

25.18 All employees who are eligible to participate in the Public Employees Retirement System (PERS), as set forth in the contract between the County and PERS, shall participate therein according to said contract.

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

- A. The \$.93 per bi-weekly pay period (\$2.00 per month) per employee PERS survivor benefit shall continue to be paid by the employee.
- B. Except as provided immediately below, employees shall pay 9% of compensation toward the employee retirement contribution.
- C. All employees hired on or after January 1, 2013 who are subject to PEPRA shall pay one-half of the normal cost of the applicable PEPRA plan in place as of January 1, 2013 up to the cap established by the California Public Employee Pension Reform Act.

- D. In addition to contributions made pursuant to subsections B and C immediately above, employees shall, by payroll deduction, pay an additional two percent (2.0%) of pensionable or earnable compensation (whichever applies) toward the required employer PERS pension contribution.

PERS RISK-POOL PROVISIONS

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

- A. California Government Code Section 20965 (Credit for Unused Sick Leave);
- B. California Government Code Section 21022 (Public Service Credit for Periods of Layoff);
- C. California Government Code Section 21026 (Public Service Credit for Service Rendered to a Nonprofit Corporation);
- D. California Government Code Section 21536 (Local System Service Credit Included in Basic Death Benefits);
- E. California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit);
- F. California Government Code Section 21362.2 (3% @ 50 Retirement formula) and California Government Code Section 20042 (One-Year Final Compensation) is provided for all employees hired prior to June 1, 2011.
- G. Employees hired on or after June 1, 2011 shall be covered by California Government Code Section 21363.1 (3% @ 55 Retirement formula) and California Government Code Section 20037 (Three Years Final compensation).
- H. Employees hired on or after January 1, 2013 shall be subject to the applicable provisions of the Public Employee Pension Reform Act of 2012, and related legislation.

UNIFORM ALLOWANCE

25.21 Sheriff’s Office – Any covered Sheriff’s Office employee required to wear a uniform while on duty, shall be paid a monthly allowance of one hundred dollars (\$100) bi-weekly allowance of thirty-two dollars and thirty-one cents for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the County. Said allowance shall be paid in the eligible employee’s bi-weekly payroll in the amount of forty-six dollars and sixteen cents (\$46.16) in those calendar years with twenty-six (26) bi-weekly payroll periods or

forty-four dollars and forty-four cents (\$44.44) in those calendar years with twenty-seven (27) bi-weekly payroll periods.

Effective the pay period containing October 1, 2022, this uniform benefit will be extended to the following classifications: Correctional Lieutenant, DA Investigator (Supervising), and DA Investigator (Chief).

–Non-uniformed personnel will not be eligible for any uniform allowance under this Agreement. In addition, the County shall provide new Sheriff’s Office employees the necessary uniforms upon employment in lieu of the first year’s uniform allowance.

25.22 Probation Department Uniforms:

A. The Chief Probation Officer may, at his or her discretion, establish, implement, and revise, from time to time, Probation Department attire and uniforms policy and the specifications for items constituting approved uniforms for field work and other Probation Department work settings. The Chief Probation Officer shall transmit notice of the policy, specifications, and changes therein to affected department personnel at least thirty (30) days before the effective date.

B. The Chief Probation Officer may require one or more Probation Department employees to wear a field uniform or discontinue such requirement at his or her discretion.

C. If the Chief Probation Officer requires a Probation Department employee covered by this Memorandum of Understanding to wear an approved uniform pursuant to paragraphs 25.22.A and 25.22.B. above, the County will, on a one-time basis and upon presentation of the County-required documentation, reimburse the eligible employee up to five hundred dollars (\$500) toward the initial purchase of the approved uniform items prescribed by the Probation Department policy.

~~–Beginning the thirteenth (13th) month after the eligible employee begins wearing the required uniform, he or she will begin receiving shall be paid a monthly allowance of one hundred dollars (\$100) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the County. Said allowance shall be paid in the eligible employee’s bi-weekly payroll in the amount of forty-six dollars and sixteen cents (\$46.16) in those calendar years with twenty-six (26) bi-weekly payroll periods or forty-four dollars and forty-four cents (\$44.44) in those calendar years with twenty-seven (27) bi-weekly payroll periods. a bi-weekly uniform allowance of nineteen dollars and twenty-three cents (\$19.23).~~

D. If the Chief Probation Officer determines that he or she no longer desires that a Probation Department employee who has been required to wear a uniform continue wearing that uniform, he or she shall notify the employee and the employee shall cease wearing the uniform at the date specified by the Chief Probation Officer. The employee will stop receiving the ~~monthly~~ bi-weekly uniform allowance the first full month after having been so notified by the Chief Probation Officer. If he or she is required to resume wearing a required field

uniform he or she will not receive another \$500 lump sum but will begin receiving the ~~monthly bi-weekly~~ allowance specified in paragraph 25.22.C above on the ~~first County pay date that is at least fourteen (14) days before the pay date pay period that includes the date the request to resume was made.~~

25.23 In addition thereto, any ~~covered-eligible~~ employee above required to wear ~~an Amador County Sheriff's Office or Probation Department's~~ uniform, while on duty, shall have said uniform repaired or replaced by the County to the extent said uniform, or part thereof, is torn or otherwise damaged while said employee is carrying out his/her duties of employment. Said repairs must meet the standards as required by the ~~Chief Probation Officer or Sheriff (whichever applies)~~ Department Head, or his/her designee.

HEALTH EXAMINATIONS OR TESTS

25.24 If any health examination or test is required of any employee by the County, the County shall provide the required examination or test, cause such examination or test to be provided, or reimburse the employee for the reasonable cost of such examination or test. 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.

EMPLOYEE WELLNESS PROGRAM

25.25 The County agrees to implement an Employee Wellness Program which will provide up to \$100.00 per year cost reimbursement to employees who are non-smokers and who participate in an approved physical fitness program. Claims for cost reimbursement must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

25.26 In addition, the County and the Association shall implement the Employee Assistance Program (EAP), as governed by the Amador County Policies & Procedures Manual.

SECTION 26

CLASSIFICATIONS AND WAGES

CLASSIFICATIONS

26.1. Subject to the provisions listed below, the classifications and base wage ranges in Appendix B of this Agreement shall govern the base wage/salary rates for all classes designated within that plan and schedule.

26.2. An employee occupying a position which is reclassified to a class with the same or a higher designated range, shall receive the same salary treatment as any other employee being transferred or promoted. An employee occupying a position that is reclassified downward shall receive a Y-rate, if the employee is paid more than the maximum salary for the new class. 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.

TEMPORARY ASSIGNMENTS

26.3. An employee assigned temporarily to work in a class with a higher designated range than the range designated for such employee's regularly assigned class may, upon approval by the Board of Supervisors, be paid in accordance with the designated range of the temporarily assigned class, retaining during such temporary assignment whatever step in the designated range for his/her temporarily assigned class will result in a wage increase.

PROMOTIONS

26.4. Any employee receiving a promotion shall receive a wage increase of at least five percent (5%) within the salary range for the new class.

WAGES

26.5. ~~Wages are~~The wage schedule is provided in Appendix B.

26.6 Effective the pay period containing October 1, 2022, the County will increase all base wage ranges and rates for classifications represented by the Association by six percent (6%) of base wage rates in effect on August 31, 2022.

Effective the pay period containing October 1, 2023, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2023.

Effective the pay period containing October 1, 2024, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2024.

~~Effective August 8, 2021 the County will increase all base wage ranges and rates for classifications represented by the Association by two percent (2.0%) of base wage rates in effect on July 31, 2021.~~

~~—Additionally, the County will pay all full time employees in the Sheriff's Office Mid-Management Association a one-time payment of \$2,000.00 to each bargaining unit members for the elevated risks they have faced and continue to face during the COVID-19 public health emergency. The Eligibility period for the premium pay are members actively employed by the County at the start and end of the second full pay period following Board adoption of the successor MOU. Part time and extra help employees are eligible for premium pay on a pro-rated basis using regular hours worked during the 26 pay periods prior to the eligibility period. Extra help retired CalPERS annuitants are not eligible for this additional compensation per government code section 7522.56(d).~~

26.7 The dating and issuing of payroll warrants shall be bi-weekly.

26.8 ___

___—Vacation leave and sick leave shall be set forth bi-weekly on each employee's payroll warrant.

26.9 ___—Subject to other applicable provisions of this Agreement, every full-time Sergeant in a supervisory capacity designated in Appendix B who is employed during the entire pay-period shall be paid a bi-weekly salary equal to eighty (80) hours per pay period the hourly wage schedule range and step for such employee unless, during any such entire month of employment, he/she has had an unpaid leave of absence, or he/she has been suspended without pay, or unless, because of the lack of unused sick leave and/or annual leave, there are hours for which he/she does not receive full pay in accordance with the provisions ~~in Section 25~~ above and instead receives only disability insurance benefits and/or worker's compensation temporary disability indemnity.

STEP ADVANCEMENTS

26.10. Step advancement shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Section 19 above.

26.11. Subject to the provisions listed above, an employee hired or promoted at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment, if hired before the Board of Supervisors' adoption of the Parties' 2015-17 Memorandum of Understanding, or twelve (12) months employment as a regular employee in his/her regularly assigned class. If hired or promoted at Step A on or after the date of the Board of Supervisors' adoption of the 2015-17 Memorandum of Understanding, the regular employee shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes twelve (12) months of employment. If such employee completes his/her first six (6) or twelve (12) months of employment (whichever applies as provided above) as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, an employee hired or promoted at Step A shall be eligible for step advancement on the annual anniversary date of his/her first step advancement until such employee advances to Step E.

26.12. Subject to the provisions listed above, an employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class; provided, however, subject to the provisions listed above, that if such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for a step advancement on that day. Thereafter, an employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the annual anniversary date of his/her first step advancement until such employee advances to Step E.

26.13. Extra-help employees shall not be eligible for step advancement.

26.14. A period of suspension pursuant to Section 19 shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancement set forth in Section 26.10 above, but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancement.

LONGEVITY INCREASES, SHIFT DIFFERENTIAL, EDUCATION AND POST INCENTIVES

26.15 Permanent employees shall receive longevity wage increases on their base pay when they have completed: five (5) ~~(effective August 8, 2021)~~, ten (10), fifteen (15), and twenty (20) years of continuous years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5 (eff. 8/8/2021)	2.500*
10	5.063*
15	7.700*
20	10.390*

* These amounts do not “stack” or “combine”.

26.16 Special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

26.17 An employee assigned to work a swing shift will be paid an additional seventy-five cents (\$0.75) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works swing shift if his or her assigned work day commences at or after 3:00 p.m. but before 8:00 p.m. the same day.

26.18 An employee assigned to work a graveyard shift will be paid an additional one dollar fifty cents (\$1.50) per hour over their regular base rate of pay for working such shift. For

purposes of this subsection, an employee works graveyard shift if his or her assigned work day commences at or after 8:00 p.m. but before 6:00 a.m. the following day.

26.19 If staff are called in early for their regular day shift or for a day shift special briefing, and absent such early call-in shift differential would not otherwise apply, shift differential as provided in 26.16 and 26.17 above will not apply to the early call-in or regular shift.

26.20 The Parties intend that the adoption and implementation of the shift differentials, set forth in subsections 26.16 and 26.17 above, will not alter, interfere with, or impede in any manner the Sheriff's right, at his discretion and without notice, to assign or reassign any employee on to or off of a shift to which shift differential applies as provided in subsections 26.16 and 26.17 above. The Parties agree such a reassignment and accompanying termination of the affected employee's receipt of shift differential is not and shall not be construed as punitive act within the meaning and for purposes of the California Peace Officers Bill of Rights ("POBOR" - Government Code 3300 et. seq.).

26.21 An employee who possesses an Associate Degree from or who has completed sixty (60) units credited by an accredited college or university will receive an hourly premium equal to two and one-half percent (2.5%) of his or her regular base rate of pay. An employee who possesses a Bachelor's Degree from an accredited college or university will receive an hourly premium equal to five percent (5%) of his or her regular base rate of pay. In either case, except as provided in subsection 26.23 below, such pay shall take effect on the first day of the month following the month in which the employee submits to the Human Resources Director valid documentation of having met the foregoing applicable requirement.

26.22 The County will pay an employee who qualifies for, is awarded and possesses a valid Peace Officer Standards and Training ("POST") Supervisory certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.23 The County will pay an employee who qualifies for, is awarded and possesses a valid Peace Officer Standards and Training ("POST") Management certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.23 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.24 The County will pay an employee who qualifies for, is awarded and possesses a valid Standards and Training for Corrections ("STC") Supervisory certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.25 The County will pay an employee who qualifies for, is awarded and possesses a valid Standards and Training for Corrections (“STC”) Management certificate an additional two and one-half percent (2.5%) of the employee’s base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.26 In no event will an employee receive an hourly premium greater than five percent (5%) of his or her regular rate of pay under subsections 26.20 through 26.25 (i.e., the premiums do not stack).

EDUCATIONAL COST REIMBURSEMENT

26.27 Employees within this Unit shall receive an educational incentive of up to two-thousand, five-hundred dollars (\$2,500.00) per year cost reimbursement for successfully completed college-level courses approved by the Sheriff, the District Attorney, and/or the Chief Probation Officer.

SECTION 27

RECOMMENCEMENT OF NEGOTIATIONS

Either the Association, 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 negotiation not earlier than June 1, ~~2022~~2025, and not later than August 1, ~~2022~~2025.

27.1. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the provisions herein, their negotiations shall commence not later than August 1, ~~2022~~2025, provided, however, that neither the Association, 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, ~~2022~~2025.

SECTION 28

TERM, WITNESS, AND SIGNATORS

28.1 Except as otherwise provided herein, the provisions of this Agreement shall become effective on the date it is adopted by the Board of Supervisors and signed by its Chair, Sheriff, District Attorney, and Chief Probation Officer, and shall remain in effect through September 30, ~~2022~~2025. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, ~~2022~~2025, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

28.2 In witness whereof, this Agreement was ratified by a membership vote of the Association on _____, ~~2021~~2023. _____.

28.3 In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on _____, ~~2021~~2023, by Resolution No. _____

County of Amador, California:

By: _____
Jeff Brown, Chair, Board of Supervisors

By: _____
Gary Redman, Sheriff-Coroner

By: _____
Todd Riebe, District Attorney

Sheriff's Office Mid-Management Association

By: _____
Jason Navarre, President

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 variants.

401 (a) and 457 Plans. Tax advantaged retirement savings plans subject to Internal Revenue Codes.

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.

Americans With Disabilities Act (ADA). A federal law passed in 1990 which makes it unlawful to discriminate in employment against people with disabilities. The Act defines disability and requires employers to "reasonably accommodate" both the mentally and physically disabled. The enforcement agency and procedures and penalties for violations are the same as those in Title VII of the Civil Rights Act of 1964.

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

Annuitant. CalPERS retiree who, without applying for Reinstatement From Retirement, returns to work with a CalPERS employer in a designated retired annuitant position.

Appraiser. One that estimates status, potential, or excellence.

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.

Benchmark. A standard job to which other jobs can be compared as being above, below, or comparable. A benchmark job frequently refers to a job or group of jobs used for making pay comparisons in salary surveys, either within the organization or to comparable jobs outside the organization.

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

Contract. An Agreement between two or more persons or entities which creates an obligation explained in the agreement. Contracts are the body of law governing the agreement process in business.

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

Cost-of-Living Adjustment (COLA). A change in rate of pay (usually an increase) resulting from changes in economic statistics, usually Bureau of Labor Standards cost-of-living index. Performance is not taken into account when considering pay changes to adjust for the cost of living.

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.

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 maximum 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.

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.

Disciplinary Action. A negative personnel action taken by an employer or supervisor in response to an employee’s actions which fail to meet standards.

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.

Diversity. The characteristics of a workforce encompassing people from different countries, cultures, ages, socio-economic strata, genders, ancestries, and sexual orientation.

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 with the approval of the Board of Supervisors and who has assumed the tasks of a position.

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, procedures, 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, unions, and community organizations to promote equal employment opportunities.

Ergonomics. The science of how the design of jobs, facilities, furniture, and equipment impact productivity and health.

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.

~~**Extended Family.** Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.~~

Extra-help Employee. An employee limited to working less than 1,000 hours per fiscal year in a temporary, seasonal, on-call, part-time, or other capacity. Extra-help employees do not receive vacation, ~~sick leave~~, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits, incentives, and conditions of employment specifically provided for regular full-time or regular part-time employees except those mandated by state or federal law. Extra-help employees may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees do not have a probationary period or achieve permanent status.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for people in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

Family Definitions:

Immediate Family. Employee's parent, child, spouse/registered domestic partner and child of domestic partner.

~~**Extended Family.** Employee's parent, stepparent, foster parent, grandparent, brother, stepbrother, sister, stepsister, child, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse/registered domestic partner or child of domestic partner.~~

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.

Full-time. Employees scheduled to work over half the minimum number of hours per week (usually 40 hours).

Grievance. A complaint made by an employee expressing dissatisfaction or a feeling of personal injustice relating to his or her employment relationship.

Grievance Procedure. A mechanism of expressing dissatisfaction to management.

Handicapped 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, or advancing in employment.

Illness. An unhealthy condition of the body or mind.

Incumbent. A person currently occupying a particular position.

Independent Contractor. A person hired to perform certain duties for a specific price and term. Generally, the person sets the hours of work, determines the

methods of implementing the task, supplies his or her own “tools”, and offers his or her services to other entities. The employer may not retain the right to direct how the independent contractor performs his/her duties.

Injury. The result of an act that damages or hurts.

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.

Journey Level. This is the highest, experienced working level class in most series. Many positions in various occupational groups are allocated to this level. Work performance requires the ability to make independent decisions and perform assignments without extensive supervision. Positions allocated to this level require previous knowledge and work experience in the assigned work area. Sometimes a journey level is identified by requiring that an incumbent possess a generally recognized certificate or license for the occupational area.

Knowledge, Skills, and Abilities. Common job specifications. **Knowledge** refers to acquired information necessary to do the job (for example, knowledge of basic math is necessary for an accountant to perform his or her job). **Skills** refers to acquired measurable behaviors, such as the ability to use a 10-key calculator. **Abilities** refers to the natural talents necessary for the job, such as the strength to lift 200 pounds.

Lateral Transfer. Transfer from a job classification to another of approximately equal level of duties and responsibilities in another department, implemented either at the request of the employee and/or the Union or the County, upon mutual agreement of all parties.

Lay-Off. Employer-required call-off of employees due to lack of work. Layoffs can be either temporary or permanent.

Lead worker. This classification is characterized by a combination of job assignments. Incumbents perform the full range of journey or specialist job assignments, while also providing some work direction, training, and coordination for other workers. While some work direction responsibilities are exercised, the emphasis of a position is still on performing regular work assignments. In most cases, there is only one lead worker in each division or department, depending upon the number of employees in that division or department.

Leave of Absence. Approved absence from duty, either with or without pay, authorized in accordance with the provisions of this Agreement. Paid leave of absence, for purposes of this Agreement, shall also include any period of eligibility for workers’ compensation, temporary disability indemnity payments in accordance with the provisions of state, or federal law, or any period of eligibility for disability insurance payments.

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.

Limited Term Employee. The limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. A limited term employee is used when the County desires to fill a vacancy caused by another employee’s long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee’s employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall have no bumping rights and shall have no right to grieve or appeal the layoff decision.

Management 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 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.

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.

Non-Exempt. A term used to describe employees who are subject to the minimum wage and overtime standards of the Fair Labor Standards Act, are paid for hours worked, and who must be paid one-and-half times their regular rate of pay for excess hours worked.

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.

Overtime. Time worked under assignment or consent by the County in excess of the workday or workweek or of the work period established in lieu of a forty (40) hour workweek, or time worked under assignment by the County during a standby period.

Part-Time. Employees scheduled to work less than a full-time work schedule (typically 40 hours per week).

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 evaluation 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.

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.

Pregnancy Discrimination Act. A 1978 amendment to Title VII of the Civil Rights Act which prohibits sex discrimination based on pregnancy, child birth, or related medical conditions.

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 evaluate 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. An 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 class with a higher designated range of the class from which such employee was promoted.

Psychologist. A licensed psychologist with a doctoral degree in psychology and who either has at least two (2) years of clinical experience in a recognized health setting, or has met the standards of the National Register of Health Service Providers in Psychology. When treatment or evaluation for an illness or injury is provided by a psychologist, the County may require appropriate medical collaboration.

Qualified Handicapped Individual. Under the Rehabilitation Act of 1973, this term refers to a handicapped individual who is capable of performing a particular job with reasonable accommodation to his/her handicap.

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

Reasonable Accommodation. Changes in the job, the work place and/or terms or conditions of employment which will enable an individual to perform a particular job successfully. Reasonable accommodations are required for religious beliefs and for disabilities.

Reclassification. A change in classification of a position which change is not based on the merit of the individual employee or employees affected but is intended to obtain a more appropriate classification of the position.

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

Regular Full-time Employee. An employee occupying a full-time position on a full-time basis (approximately 2080 hours per year).

Regular Part-time Employee. An employee occupying a regular part-time position which is scheduled for work 20 or more hours per week on a year-round basis.

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

Seniority. Status determined by the length of time an employee has worked for the County.

Class Seniority is time spent working within a single classification.

Departmental Seniority is time spent working within a single department.

Class Series Seniority is time spent by an employee within a classification series.

Accumulated Class Seniority means all consecutive time in one (1) occupational series, together with prior consecutive time in a different occupational series within the same department or agency, provided that the employee meets all the current requirements of the position in the second occupational series.

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), or sick 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.

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

Specialist Level. Classes at this level are distinguished by such unique job assignments that require extra specialized background, job knowledge, and work experience. In most cases, incumbents will have detailed knowledge of a department's programs, procedures, and policies. In technical and professional occupational groups, special certificates and/or licenses will often be required.

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 (including overtime, if applicable) 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.

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.

Title. The name given to a class.

Transfer. A change to another position or class.

Undue Hardship. A term often used in discrimination laws as to why employees are unable to make reasonable accommodations for members of protected classes. An undue hardship is defined under the Americans With Disabilities Act (ADA) as an action requiring significant difficulty or expense. Factors courts will consider in

deciding whether reasonable accommodation would cause an undue hardship include; the cost of the accommodation, the employer's financial resources, and the type of business operation.

Vesting. A benefit plan provision that a participant will, after meeting certain requirements, retain a right to the benefits he or she has accrued (or some portion of them) and that the money will not be forfeited for any reason. Employee contributions are always fully vested. The Employee Retirement Income Security Act of 1974 (ERISA) specifies standards for vesting of employer contributions, and the Tax Reform Act of 1986 makes these even more stringent.

Workers' 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
SHERIFF'S OFFICE MID-MANAGEMENT
CLASSIFICATIONS AND WAGES**

COUNTY OF AMADOR

AND

**AMADOR COUNTY SHERIFF'S OFFICE
MID-MANAGEMENT ASSOCIATION
FOR SAFETY PERSONNEL**

October 1, 2022 - September 30, 2025

Table of Contents

SECTION 1 AGREEMENT	1
SECTION 2 EFFECT OF AGREEMENT	2
SECTION 3 WAIVER OR BREACH OF AGREEMENT	3
SECTION 4 EMBODIMENT	4
SECTION 5 SEVERABILITY	5
SECTION 6 WAIVER OF NEGOTIATIONS	6
SECTION 7 NONDISCRIMINATION	7
SECTION 8 COUNTY RIGHTS	8
Call-Offs	9
SECTION 9 EMPLOYEE RIGHTS	11
SECTION 10 POLITICAL ACTIVITIES	13
SECTION 11 RECOGNITION	14
SECTION 12 ASSOCIATION RIGHTS	15
SECTION 13 CONCERTED ACTIVITIES	17
SECTION 14 SAFETY CONDITIONS	18
SECTION 15 PROBATIONARY PERIOD	20
Regular Employees.....	20
Extra-help employees.....	20
Limited term employees.....	20
SECTION 16 PERFORMANCE APPRAISALS	21
SECTION 17 PERSONNEL FILES	23
SECTION 18 SENIORITY/LAYOFFS/RECALL	24
Seniority.....	24
Layoffs.....	24
Bumping Rights	25
Recall Rights.....	25
Recall from Layoff.....	26

SECTION 19 DISCIPLINARY ACTIONS	27
Just and Sufficient Cause.....	27
Procedures.....	28
Disciplinary Process.....	28
Skelly Process.....	30
Appeal Process.....	30
Costs.....	31
Administrative Leave.....	31
Internal Affairs Investigations.....	32
 SECTION 20 GRIEVANCES	 34
Step 1. County/Employee/Association.....	34
Step 2. Agency/Department head.....	35
Step 3. Evidentiary Hearing.....	35
 SECTION 21 SICK LEAVE AND LEAVES OF ABSENCE.....	 36
Sick Leave – Eligibility.....	36
Unused Sick Leave.....	37
Bereavement Leave.....	37
Jury Duty or Testimony on Behalf of County.....	37
Examinations or Interviews.....	37
Military Leave.....	37
Catastrophic Leave.....	38
Family & Medical Leave.....	38
Management Leave.....	38
Other Leaves.....	39
Unauthorized Absence.....	39
 SECTION 22 HOLIDAY LEAVE	 41
Eligibility.....	41
Saturday or Sunday.....	41
Compensation.....	41
 SECTION 23 VACATION LEAVE.....	 43
Eligibility.....	43
 SECTION 24 HOURS OF WORK	 45
Workday.....	45
Workweek.....	45
Meal/Break Periods.....	45
Call-in/Standby/Overtime.....	46
Overtime/Compensatory Time Off (CTO).....	47

SECTION 25 HEALTH AND WELFARE BENEFITS	49
Health Insurance- Eligibility.....	49
PERS Health Benefits.....	49
Cafeteria Plan.....	49
increases to cafeteria plan.....	50
cafeteria plan administration.....	50
Pre-Tax Salary Deductions.....	51
Deferred Compensation Annuity Program.....	51
Disability Insurance.....	52
Mileage and Travel Allowances.....	52
Public Employees Retirement System (PERS).....	52
PERS RISK-POOL PROVISIONS.....	53
Uniform Allowance.....	53
Health Examinations or Tests.....	55
Employee Wellness Program.....	55
Employee Assistance Program (EAP).....	55
 SECTION 26 CLASSIFICATIONS AND WAGES.....	 56
Classifications	56
Temporary Assignments.....	56
Promotions.....	56
Wages.....	56
Step Advancements.....	57
Longevity Increases, Shift Differential, Education and POST Incentives.....	58
Educational Cost Reimbursement.....	60
 SECTION 27 RECOMMENCEMENT OF NEGOTIATIONS.....	 61
 SECTION 28 TERM, WITNESS, AND SIGNATORS	 62
 APPENDIX A DEFINITIONS	 63
 APPENDIX B CLASSIFICATIONS AND WAGES	 70
Salary Table Effective 09/18/2022.....	70
Salary Table Effective 10/01/2023.....	71
Salary Table Effective 10/01/2024.....	72

SECTION 1 AGREEMENT

1.1. This Agreement is made and entered into by and between the County of Amador, California, hereinafter referred to as the “County”, and the Amador County Sheriff’s Office Mid-Management Association, or its successors, hereinafter referred to as the “Association” which represents the Sheriff’s Office Mid-Management Association (“SOMMA”).

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

Appendix A: Definitions

Appendix B: Classifications and Wages

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

1.4. Except as otherwise provided herein, this Agreement shall be binding upon the County and the Association, or its successors, for the period October 1, 2022 through September 30, 2025, upon ratification by the Board of Supervisors; but for any period subsequent to September 30, 2022, 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 Association in accordance with the provisions of this Agreement and of California Government Code §§3500-3510, or its successors.

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

SECTION 2 EFFECT OF AGREEMENT

2.1. 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.

2.2. Except as provided in Sections 5 and 6 below, the County shall have the right to adopt, eliminate, or revise any County policies, practices, procedures, or resolutions, but will not make any such adoptions, eliminations, or revisions that are inconsistent with the specific terms of this Agreement, unless necessary to conform to Federal or State law.

SECTION 3 WAIVER OR BREACH OF AGREEMENT

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

SECTION 4 EMBODIMENT

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

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

SECTION 5 SEVERABILITY

5.1. 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.

5.2. In the event of such severance of a provision of this Agreement, the County and the Association shall, within thirty (30) days of a request by either party, recommence meeting and negotiating upon a replacement, if any, for such severed provision.

5.3 The amendment or deletion by governmental authority, other than the County, of any provision of the Public Safety Officers Procedural Bill of Rights Act shall invoke the above provisions of this Section.

SECTION 6 WAIVER OF NEGOTIATIONS

6.1. Except as otherwise provided by Section 5, of this Agreement, the County and the Association, or its successors, expressly waive and relinquish 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 Section 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 Association, 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 Association, or its successor. No provision of this, or any other Section, shall preclude negotiations on any subject during the term of this Agreement, if the County and the Association mutually agree to negotiate any provision hereof.

SECTION 7 NONDISCRIMINATION

7.1. 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, marital status, race, color, sexual orientation, national origin, creed, religion, political affiliation, or membership or non-membership in any employee organization.

7.2. The County and the Association shall share jointly the responsibility for application of this Section.

7.3. The above provisions of this Section notwithstanding, the County does not waive, and expressly retains, any and all legal and equitable remedies which the County may have against the Association, its officers, agents or members, or which the County may have against any employee who is represented by the Association.

SECTION 8 COUNTY RIGHTS

8.1. 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. Notwithstanding any other provision of this Agreement, any Agency/Department Head may require any employee to work any shift or shifts, day or days, week or weeks, or month or months as deemed appropriate by the Agency/Department Head regardless of the employee's scheduled days off or leave. An employee who has scheduled and has been approved for vacation leave, may not be called for duty during said period except because of an emergency or large-scale event.
- 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, and functions.
- K. The right to lay off employees for non-disciplinary reasons.
- 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, positions 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, and/or change, promulgate, and enforce rules and regulations relative to 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 direct conflict with a specific provision of this Agreement.
- V. The right to assign vehicles in order to enhance service response and not for the purpose of employee benefit. The County and the Association acknowledge that take-home vehicles are assigned at the discretion of the Sheriff, the District Attorney, and the Chief Probation Officer. Such assignments or reassignments are not subject to meeting and conferring.

8.2. 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 Section 20 below.

CALL-OFFS

8.3 In addition to, and not as any limitation of, all other rights reserved to the County, the County may direct any employee to leave his/her worksite if there is insufficient work for said employee to do, with said employee not to receive compensation in the form of pay, or other benefits, for the time after which he/she has been directed to leave.

- A. Any Department Head or supervisor directing an employee to leave his/her worksite because of insufficient work shall attempt to equalize the impact over his/her available work force and not to concentrate the effect of this provision on any individual employee; provided, however, that nothing contained herein shall prevent a Department Head or supervisor, from directing a specific employee to leave his/her worksite for lack of work if only that employee lacks sufficient work.
- B. Any Sergeant directed to leave his/her worksite because of insufficient work may, by notifying the County Auditor, designate said time off as vacation leave, holiday leave, compensatory time off (CTO), to the extent said employee has accrued vacation leave, holiday leave, and/or compensatory time off (CTO) to make up a full work day.
- C. A Sergeant called off after reporting to work without first having received **Error! Bookmark not defined.** notice of being called off for that day as set forth in Section 24 shall receive a minimum of two (2) hours of pay for that day.

SECTION 9 EMPLOYEE RIGHTS

9.1. Employees of the County shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join, or participate in, the activities of employee organizations.

9.2. Nothing in this Agreement shall prohibit any employee from representing himself/herself individually, or from appearing on his/her own behalf in his/her employment relations with the County.

9.3. No employee shall be subjected to disciplinary action, or threatened with disciplinary action, because of his/her exercise of any rights guaranteed by this Agreement.

9.4. No employee shall be denied promotion, or threatened with denial of promotion, because of his/her lawful exercise of any rights guaranteed by this Agreement, or because of any reason other than merit.

9.5. No locker, or other space for storage provided to any employee by the County shall be searched, unless the search is conducted in accordance with a valid search warrant, or in the presence of the employee, or with written consent of the employee, or following written notice to the employee that such search will be conducted.

9.6. No employee shall be required, or requested, for purposes of assignment, or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures, including those of any member of his/her family or household, unless such information is obtained or required under state law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his/her employment duty, or is necessary for the County to ascertain the desirability of assigning the employee to a specialized unit or particular employment duty in which there is a strong possibility that bribes or other improper inducements may be offered the employee.

No employee shall be required to submit to a polygraph examination against his/her will, and no employee refusing such examination shall suffer any disciplinary action, or discrimination therefore. There shall be no record maintained anywhere that an employee refused such examination, nor shall any testimony or evidence be utilized in any County disciplinary action, administrative, or judicial, against an employee to the effect that the employee refused a polygraph examination.

9.7. No employee shall be loaned, or temporarily reassigned, to a location or duty assignment if a County employee occupying a peace officer position would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

9.8. Nothing in this Agreement shall be construed to limit the use of any County employee in the fulfilling of a mutual aid agreement with another jurisdiction or agency, nor shall this Agreement be construed to limit any jurisdictional or interagency cooperation under

circumstances where such activity is deemed necessary or desirable by the jurisdictions or agencies involved.

SECTION 10 POLITICAL ACTIVITIES

10.1. The rules for political activities by County employees is set forth in the Amador County Policies & Procedures Manual and applicable state and federal law.

SECTION 11 RECOGNITION

11.1. The County hereby reaffirms its recognition of the Association as the representative of all employees in the Amador County Sheriff's Office Mid-Management Bargaining Unit (hereinafter referred to as the "SOMMU"), for Safety Personnel established by Resolution No. 89-307.

11.2. The Association, in turn, recognizes 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.

11.3 All newly created positions assigned to the Sheriff's Office Mid-Management Unit for Safety Personnel shall be assigned to the Association's representation unit in accordance with the provisions of Section 17(g) of Resolution 5369, or its successor.

SECTION 12 ASSOCIATION RIGHTS

12.1. The County shall allow a reasonable number of representatives designated by the Unit, which shall not exceed three (3) except by mutual consent of the County and the Association, reasonable time off work, which shall not exceed thirty-six (36) hours multiplied by three (3) representatives, for a total of one hundred eight (108) hours, without loss of pay or benefits for formal negotiations. 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.

12.2. 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 in accordance with Sections 12.1. and 27 of this Agreement. In the event of the replacement of a representative so designated, the Association shall notify the Human Resources Director, in writing, of the name of the newly designated representative prior to the time such representative is to commence meeting and negotiating with the County.

12.3. Upon appropriate written and revocable authorization by any employee, the County Auditor shall deduct from the pay of such employee and make appropriate remittance for Association membership dues, and for other plans or programs jointly approved by the Association and the County. Deductions for State Disability Insurance (SDI) premiums are expressly authorized in 25.13. and said authorizations are not revocable.

12.4. The Association agrees to indemnify and hold the County harmless for any loss or damages arising from the operation of this provision.

12.5. 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.

12.6. The Association shall have the following additional rights:

- A. Access, at times which do not interfere with County operations, to areas, except restricted areas, in which County employees work.
- B. Use, without charge, of County buildings at reasonable times for Association matters.
- C. With the exception of normal wear and tear, the Unit shall be responsible for any damage to County property caused by such use.
- D. Use, without charge, of reasonable space on any County bulletin boards.
- E. Use, without charge, of any County interoffice communications system, including E-Mail, for transmission of information concerning Unit matters, but not on County time, unless directed by management. 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.

- F. Review, at reasonable times, of any public matter in the possession of the County.

SECTION 13 CONCERTED ACTIVITIES

13.1. The Association and the County agree that there shall be no strike, work stoppage, work slowdown, job action, picketing or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities, nor shall there be any other interference of a similar or related nature with the operation of the County by the Association, or by its officers, agents or members during the term of this Agreement, including Association compliance with the request of another employee organization to engage in such activity.

13.2. The Association recognizes the duty and obligation of its officers and agents to comply with the provisions of this Agreement and to make every effort to induce all employees to comply with the provisions of this Agreement. In the event of a strike, work stoppage, work slowdown, job action, picketing, or other refusal or failure by employees of the County to fully and faithfully perform their job functions and responsibilities or other interference with the operation of the County by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

13.3. As a condition of continued employment, all employees shall be responsible for adhering to the provisions of this Section. Accordingly, violation of any provisions of this Section by an employee shall constitute just cause for disciplinary action against the employee by the County.

13.4. The above provision of this Section notwithstanding, the County does not waive and expressly retains any and all legal and equitable remedies which the County may have against the Association and its officers, agents, or members, or which the County may have against any employee who is represented by the Association.

13.5. The County agrees that it shall not lock out employees for the County during the term of this Agreement; provided, however, that lockout shall not be defined to include the dismissal, suspension, layoff, failure to recall from layoff, or failure to return to work, of employees of the County; and provided further that the County shall retain the right to close, suspend, or reduce any of its operations in order to provide for the safety of employees, property, or equipment of the County, or of the public.

SECTION 14 SAFETY CONDITIONS

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

14.2. The Association and the County agree to consult upon, and to cooperate in, effecting the Occupational Illness and Injury Prevention Program governed by the provisions of the Amador County Policies & Procedures Manual. As a part of this program, each department shall have a Department Safety Officer, designated by the Department Head, responsible for conducting on-the-job training and ensuring that each employee is able to complete each assigned task safely. The Association and the County agree further to cooperate in carrying out such job safety programs, practices, and procedures as may be promulgated by the County, or required by state law, rule, regulation or order.

14.3. 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. The County agrees to provide bulletproof vests for all employees required to wear vests, of a type within applicable industry standards, and within the applicable department head's spending authority.

14.4. 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 be approved in advance of its use by the management employee who is the Department Head 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 request of any of the employee's supervisors, or the Risk Manager.

14.5. In the event of injury or illness arising out of his/her employment with the County, an employee incurring such injury or illness shall notify his/her immediate supervisor, or in their absence, another supervisor, of the injury or illness as soon as practicable and otherwise shall utilize the Injured Employee Protocol, as governed by the provisions of the Amador County Policies & Procedures Manual. The County Risk Manager will be notified by the affected employee's management.

14.6 As soon as practicable, an employee shall notify his/her immediate supervisor, and the Department Safety Officer of any unsafe equipment or unsafe working condition. The supervisor or Agency designee shall investigate, or cause to be investigated, reports of unsafe equipment or unsafe working conditions. Upon conclusion of the investigation the employee(s) shall be notified of the findings. If the equipment or condition is deemed unsafe, the employee shall be notified of the corrective action to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to the employee's department manager for further review. The agency department head shall render a decision and notify the employee. The County Safety Officer shall be notified of any substantial safety concerns outside of standard law enforcement operating conditions and of any findings of complaints elevated to the agency department head level.

14.7 No employee shall be required, and no employee shall be disciplined for refusing to work with unsafe equipment, or under an unsafe condition, if such equipment or condition is determined to be unsafe by an authorized representative of the State Division of Occupational Safety and Health, or his/her designee, or any person who has supervisory authority over the affected employee.

14.8 As a condition of continued employment, employees shall be responsible for adhering to County and state job safety requirements. Accordingly, knowing failure by an employee to perform work in accordance with County or state job safety requirements shall constitute just cause for disciplinary action against the employee by the County.

14.9 If, as a result of the development of a revised County Safety Program, it becomes necessary to modify provisions of this Agreement, the parties agree to reopen negotiations for the specific purpose of modifying this Agreement on this one subject.

SECTION 15 PROBATIONARY PERIOD

REGULAR EMPLOYEES

15.1. A regular employee shall be required to serve a probationary period of twelve (12) months from the date of his/her employment or promotion. Upon successful completion of his/her probationary period, such employee shall be granted permanent status using the procedure set forth in Section 16. A period of suspension pursuant to Section 19.8. shall not be counted in calculating the probationary period of twelve (12) months from the date of his/her employment, or promotion.

15.2. A promoted probationary employee may be returned to his/her previous position for any lawful reason at any time during the probationary period. A promoted probationary employee returned to his/her previous position shall be placed at the same range and step held prior to being promoted. A "lawful reason" includes the employee's failure to perform satisfactorily his or her duties during the probationary period. A promoted probationary employee may not be terminated from employment for failing to satisfactorily complete his/her probationary period, but may be terminated for just and sufficient cause as set forth in Section 19.

EXTRA-HELP EMPLOYEES

15.3. Employees shall not attain permanent status for extra-help service, nor shall any period of extra-help service be considered part of the probationary period required of any employee.

LIMITED TERM EMPLOYEES

15.4 A person may be hired with his/her consent to be a limited term employee. During said employment the limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. The limited term employment shall be used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall not have bumping rights and shall have no right to grieve or appeal the layoff decision.

SECTION 16 PERFORMANCE APPRAISALS

16.1. The County shall endeavor to provide appraisals during the first eleven (11) months of the employee's probationary period in accordance with Department practices; provided, however, that said appraisals shall be prepared for use by management and shall not be deemed a right of the employee serving probation. Appraisals shall be accomplished pursuant to Sheriff's Office Policy and procedures (or District Attorney's or Probation Department's Policies and procedures, as applicable, for the employees of the respective offices).

16.2. Every probationary employee shall receive appraisals during the first eleven (11) months of his/her probationary period in accordance with Department practices; provided, however, that said appraisals shall be prepared for use by management and shall not be deemed a right of the employee serving probation. Appraisals shall be accomplished pursuant to the Performance Appraisal Policy, as governed by the provisions of the Amador County Policies & Procedures Manual.

16.3. If the probationary employee successfully completes the probationary period the agency shall request from the Human Resources Director, a report of appointment approving the probationary employee's change of status from probationary to permanent. If the probationary employee fails to complete successfully the employee's initial probationary period, he/she shall be terminated. If the probationary employee fails to complete successfully the employee's promotional probationary period, he/she shall be returned to his/her prior position unless the employee has not concluded the initial twelve (12) month probationary period or the employee's County employment is terminated for just cause.

16.4. Any appraisal 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 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.

16.5. The appraiser shall provide for retention by such employee a true and complete copy of the appraisal, and both the appraiser and the appraised employee shall affix to such copy their signatures and date of review.

16.6. Appraisals shall not be subject to the grievance procedure. However, any employee who wishes to respond to his/her appraisal may, during the employee's working hours and within thirty (30) days of his/her review of the appraisal with the appraiser, make a written response, and the response shall be appended 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.

16.7. The appraiser shall provide for retention by such employee a true and complete copy of such written response, and both the appraiser and the appraised employee shall affix to such copy their signatures and the date upon which the appraiser receives such written response.

16.8 All appraisers shall use the official form provided by the County, Sheriff's Office, District Attorney's Office, or Probation Department, whichever applies. This form shall be made available from, and distributed by, the Sheriff's Office, Probation Department, or District Attorney's Office, whichever applies.

SECTION 17 PERSONNEL FILES

17.1. No material adverse to an employee shall be placed in such employee's personnel file until the material has been read by the employee.

17.2. The employee shall affix his/her signature and date of reading to a statement which indicates that he/she has read the adverse material, and that statement, signature, and date shall be retained as an attachment to, or part of, the adverse material.

17.3. 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 was obtained prior to his/her employment, or which was obtained in connection with a qualifying or promotional examination.

17.4. Such request, inspection, and copying shall be made at a time when the employee is not required to be on duty.

17.5. Any employee shall have the right to attach to any material in his/her personnel file which is made available for his/her inspection in accordance with this Section, a written response thereto.

17.6. Such attachment shall be made at a time when the employee is not required to be on duty and shall be made within thirty (30) days of the earliest of the following dates: the date on which the employee first read, inspected, or copied the material to which the employee wishes to make the attachment.

17.7. At the time of such attachment to his/her personnel file(s), the employee and the person(s) causing the entry into the employee's personnel file(s) of the material to which such attachment is made shall affix to such attachment their signatures and the date of attachment.

17.8. 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, authorized Sheriff's Office representative, Probation Department representative, or District Attorney's Office representative, whichever applies, shall sign and date such attachment in his/her/their stead.

SECTION 18 SENIORITY/LAYOFFS/RECALL

18.1. Seniority shall be determined as follows and shall be utilized by employees only for purposes of layoff, recall, or re-employment in accordance with the provisions of this Section.

SENIORITY

18.2. Regular full-time employees shall receive one (1) month of seniority credit for each full calendar month of service within the class.

18.3. Regular part-time employees shall receive one (1) calendar month of credit for each full two (2) calendar months of service in the class.

18.4. Extra-help employees do not accrue seniority.

18.5. Continuous full-time or part-time service shall be used in calculating seniority. Any separation from County service, other than due to layoff of one year or less, shall constitute a break in service. A break in service shall result in loss of all previously accrued seniority.

18.6. Seniority shall be reduced for:

- A. Accumulated suspension time of more than ten (10) working days; and
- B. Any leave of absence without pay for more than thirty (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.

18.7. An employee may accumulate class seniority when bumping to a lower class in which they have attained permanent status. The seniority in the higher class will be added to the seniority in the lower class to determine the class seniority for bumping purposes.

LAYOFFS

18.8. A layoff for purposes of this Section is defined as a reduction in the regular workforce expected to last more than thirty (30) calendar days.

18.9. Covered employees in this Unit who are laid off, or fail to successfully complete promotional probation, shall have the right to bump the employee with the least seniority in the next highest class below the class from which the employee is being laid off, or from which he or she is on promotional probation, and for which the bumping employee is qualified, including a class within the Deputy Sheriff's Association.

18.10. The County will give notice of anticipated layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

18.11. Employees shall be laid off in the following order:

- A. Extra-help employees;

- B. Limited duration employees;
- C. Probationary employees; and
- D. Regular employees.

18.12. Layoff of regular employees shall occur within their regularly assigned class and within their regularly assigned department, and shall be in order of their seniority within their regularly assigned class so that employees with the least within-classification seniority are laid off first.

18.13. Layoffs shall occur within the department where the position or positions are deleted.

18.14. In the event of ties in seniority, the Department Head shall determine the order of layoff. The decision is to be based upon the most recent performance appraisal.

BUMPING RIGHTS

18.15. Bumping rights are within the regularly-assigned department only.

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

18.17. Regular employees subject to layoff may bump to a lower class in which they held permanent status (passed probation) within their regularly assigned department, if their accumulated class seniority is greater than another employee that is not otherwise subject to layoff and they meet the current qualifications for the position.

18.18. A regular full-time employee may always bump a part-time employee, or vice-versa, if they have greater seniority.

RECALL RIGHTS

18.19. Regular employees laid off shall be placed on a recall list in order of their seniority so that the employee with the greatest class seniority is recalled first. An employee that has accepted appointment to a lower level class as a result of bumping, shall be offered a position in the department in the higher level class prior to an employee that has accepted layoff, regardless of the seniority status of the two employees.

18.20. Recall rights are for a period of one year following layoff.

18.21. Employees who have been laid off will be offered any vacant position within their former department at the same or lower class within the occupational series for which they qualify for a period of one (1) year. Such offers will be on the basis of accumulated class seniority.

18.22. Upon request, employees who have been laid off will receive priority consideration 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. Priority consideration will consist of interviewing the employee prior to considering any other candidates for the position.

18.23. The right of recall shall not accrue beyond the date on which the employee declines, or fails to respond 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.

RECALL FROM LAYOFF

18.24. An employee recalled from layoff shall be granted restoration of all sick leave available to such employee as of the date of layoff. The period of his/her layoff shall not be considered a break in service for such employee.

18.25. An employee re-employed within one (1) year following expiration of his/her right of recall from layoff in the regularly assigned class from which he/she was laid off shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. The period of layoff shall not be considered a break in service for such employee, but his/her seniority shall be reduced by the length of time intervening between the date of expiration of his/her right of recall from layoff and the date on his/her re-employment.

18.26. An employee re-employed either prior to, or within one (1) year following expiration of his/her right of recall from layoff in a class other than the regularly assigned class from which he/she was laid off, shall be granted restoration of all sick leave available to such employee as of the date of his/her layoff. Such employee shall be granted restoration of his/her seniority accrued prior to the date of his/her layoff, or the date of expiration of his/her right of recall from layoff, whichever occurs last, but such restoration shall be granted only for purposes of determining the rate at which such employee shall earn and accrue vacation leave, and for purposes of determining the date upon which such employee shall become eligible for benefits in accordance with the provisions of Section 25 below.

SECTION 19 DISCIPLINARY ACTIONS

JUST AND SUFFICIENT CAUSE

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

19.2. Just cause for County disciplinary action taken against permanent full-time or part-time employees shall consist of any of the reasons as set forth herein. The limitation periods set forth in the Public Safety Officers Procedural Bill of Rights Act, Government Code Section 3300 et seq. (The “Act” hereinafter) shall apply to the discipline of sworn personnel.

- A. Appraisal of an employee’s performance containing a proposal of disciplinary action based upon such appraisal.
- B. Evident unfitness or unsuitability for service.
- C. Incompetence.
- D. Inefficiency.
- E. Inexcusable neglect of duty.
- F. Violation of any concerted activities provision.
- G. Absence from duty without leave authorized in accordance with the provisions of this Agreement.
- H. Insubordination or willful disobedience.
- I. Refusal, or knowing failure, to perform work in accordance with County or state job safety requirements.
- J. Fraud in securing any employment with the County.
- K. Sexual harassment in, or affecting, the work environment.
- L. 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.
- M. Improper political activity.
- N. Dishonesty.
- O. Misuse, malicious damage, or theft of County property.
- P. Conviction of any felony.

- Q. Conviction of any misdemeanor committed while on duty, or any misdemeanor involving moral turpitude.
- R. Discourteous treatment toward another employee, or toward 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.
- S. Unlawful use of, or being under the influence of, any controlled substance, as defined by California Health and Safety Code Section 11007, or its successors, while on duty.
- T. Use of, or being under the influence of, alcohol while on duty.
- U. Breach of confidentiality as covered in departmental and County-wide policy, as governed by the provisions of the Amador County Policies & Procedures Manual.
- V. Engaging in inappropriate discriminatory activity against one or more persons protected under state or federal law as described in Section 7 of this Agreement.
- W. Inability, or incapacity, to perform assigned job duties.
- X. Any breach of a professional, County, Probation Office, District Attorney's Office, or Sheriff's Office standard, policy, or rule or a negligent act or omission which results in injury or damage to property or to another person or employee.
- Y. Other behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the County, or to the employee's Agency/Department.

PROCEDURES

19.3. The Agency/Department head, or his/her designee, may initiate disciplinary action (the "Initiator").

19.4. Except as provided by Section 7 herein, there shall be no right of appeal from any disciplinary action, except by a permanent full-time or part-time employee.

DISCIPLINARY PROCESS

19.5. The County shall use progressive discipline when the County believes that progressive discipline shall serve the dual purpose of providing both a corrective warning and a penalty to an employee whom the County intends to retain as an employee after the discipline. The County may begin discipline at any level depending on the employee's conduct. Progressive discipline shall not be required when the County believes dismissal to be the appropriate discipline because of the employee's conduct.

19.6. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct violations of applicable

County, District Attorney's Office, Probation Department, or Sheriff's Office policies. The disciplinary process outlined herein has been established to provide general guidelines for a fair method of disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn employees will be afforded certain procedural rights, which are specified in the Act. Performance appraisals and constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in the Act.

19.7. Discipline may be initiated for various reasons, including, but not limited to, violations of applicable County, Probation Department, District Attorney's Office or Sheriff's Office policies, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from a written reprimand to immediate dismissal.

19.8. Disciplinary actions shall consist of a written reprimand, reduction in pay, suspension, demotion, or dismissal ("action"), 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 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, including tape recordings 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 to be accompanied by a representative of the employee's choice during the Skelly process meeting.
- G. A statement of the employee's right after the effective date of the action to an evidentiary hearing before an arbitrator from the American Arbitration Association as set forth below and to be represented during such hearing.

19.9. 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.

19.10. 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.

19.11. Service of a true and complete copy of the above notice, including all accompanying documentation (which includes audio/video and digital media recordings), shall also be made upon an Association President, with the concurrence of the subject employee, and upon the

County Administrative Officer, on or before the date on which service of such notice is made upon the affected employee.

19.12. Written reprimands remain in the employee's personnel file for three (3) years, after which time, if the employee has not had any other disciplinary actions against him/her during the three (3) year period, the written reprimand would be removed from the employee's personnel file but would continue to be citable by the employer, at the employer's discretion, as a prior disciplinary action against the employee for purposes of progressive discipline pursuant to the MOU. Further, if the employee does incur any subsequent disciplinary action(s) against him/her during the three (3) year period immediately following a written reprimand, the written reprimand would remain in the employee's personnel file unless and until the employee has had three (3) consecutive subsequent years from the date that the latest (i.e., most recent) disciplinary action was taken, without another disciplinary action being taken against him/her. In other words, in order for any disciplinary action(s) to be removed from the employee's personnel file, there must be three (3) consecutive subsequent years with no disciplinary action(s) being taken.

SKELLY PROCESS

19.12. The employee shall be provided notice of the proposed discipline as noted in this Section. Within seven (7) calendar days of the notice of the proposed discipline, the employee, or his/her representative, may file a request for a Skelly meeting with his/her Agency/Department Head, or his/her designee.

19.13. The Agency/Department Head, or his/her designee, shall schedule a Skelly process meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for the meeting.

19.14. The County shall record such 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.

19.15. The failure of an employee to timely request, or to appear for such meeting, shall constitute a waiver of the employee's right to such meeting and subsequent appeal rights.

19.16. The Agency/Department head, or his/her designee, shall conduct the meeting and shall render a decision, upholding, modifying, or overturning the proposed action.

19.17. After the decision rendered by the Agency/Department Head, or his/her designee, the discipline shall be imposed.

APPEAL PROCESS

19.18. Any appeal shall be in writing and shall set forth clearly the factual and legal basis for the appeal.

19.19. If the employee is dissatisfied with the action taken after the Skelly process, he or she may appeal the decision to arbitration within ten (10) working days of being given notice of the decision by filing a written request with the Director of Human Resources with a copy to the

Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to arbitration.

19.20. Upon written receipt of the appeal to arbitration the Director of Human Resources and the employee/Association shall select an arbitrator within ten (10) working days of receipt of the appeal. If the parties are unable to select an arbitrator, the parties may submit the appeal to the American Arbitration Association under its expedited labor arbitration procedures, a subset of its labor arbitration rules or the parties may request a list of seven (7) arbitrators from the State Mediation and Conciliation Services. If an arbitrator is chosen by the American Arbitration Association, it is without input from the parties. If the parties use a list from SMCS, the parties will subsequently strike names until an arbitrator is selected. The parties further agree to accept the Arbitrator's award as final and binding on them.

19.21. 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.

19.22. An employee witness required to appear in connection herewith shall suffer no loss of pay or benefits. The costs of such an employee witness shall be borne by the County provided the Association submits to the County a list of all such witnesses at least seven (7) days before the scheduled hearing date, and the number of such witnesses is reasonable. Under no circumstance shall the County bear the costs of employee witnesses required to appear in any judicial proceeding unless subpoenaed by, and on behalf of, the County.

COSTS

19.23 The Arbitrator's fees and expenses for all appeals from disciplinary actions shall be paid by the County; provided, however, that each party shall pay for the presentation of its case. Additionally, the parties will split equally the participation fees required by the American Arbitration Association or State Mediation and Conciliation Service (if any) and the cost of a Court Reporter if utilized.

ADMINISTRATIVE LEAVE

19.24 Administrative leave should be used only in the most extreme situations where the employee's presence on the job may create a safety problem or be a major detriment to the completion of work. Prior to placing an employee on administrative leave, the alternative of temporary reassignment of the employee should be considered. Since the leave is with pay, the investigation and subsequent service of notice, if applicable, must be completed in a timely manner. Administrative leave is only granted with the approval of the Agency/Department Head, or his/her designee.

19.25 The notice of administrative leave shall state the reasons for placing the employee on administrative leave.

19.26 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.

19.27 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.

19.28 No employee shall be placed on administrative leave for longer than fifteen (15) calendar days; provided, however, that an Initiator may request that the employer's Chief Administrative Officer (County Administrative Officer, Probation Chief, District Attorney, or Sheriff, whichever applies) to extend the employee's administrative leave for a maximum of thirty (30) consecutive calendar-days. The applicable Chief Administrative Officer may, upon good cause shown, with written notice to the employee and the Human Resources Director, grant said extension. If the Initiator desires an extension of the administrative leave beyond a total of forty-five (45) consecutive calendar days, he/she must obtain approval of the extension of time from the Board of Supervisors.

19.29 The Act shall apply to all sworn personnel, as referenced in Government Code Section 3300, *et seq.*

INTERNAL AFFAIRS INVESTIGATIONS

19.30 Whenever any employee is under investigation, and is subject to questioning which could lead to County disciplinary action adverse to the employee, such questioning shall be conducted in accordance with the following requirements.

19.31 The questioning shall be conducted preferably during the time the employee is on duty or, failing that, during the employee's normal working hours, unless the seriousness of the investigation requires otherwise. Any time spent by an employee in such questioning shall, for the purposes of compensation, be considered time spent in the performance of his/her regular employment duties. No employee shall be disciplined, or discriminated against, for work not performed during such questioning.

19.32 An employee under investigation shall be informed, in writing, prior to questioning, of the name and employment position of the person in charge of the questioning, the name and employment position of the interviewer, and the name and employment position of any persons to be present on behalf of the County during the questioning.

19.33 Any employee under investigation shall be informed, in writing, of the nature of the investigation, prior to questioning of the employee.

19.34 All questions directed to an employee under questioning shall be asked by, and through, no more than two (2) interviewers at one time.

19.35 The interview shall be for a reasonable length of time, taking into consideration the gravity and complexity of the issue giving rise to the questioning.

19.36 An employee under questioning shall be permitted to attend to his/her own physical necessities.

19.37 An employee under questioning shall not be subjected to offensive language, or threatened with disciplinary action, except that an employee who refuses, or willfully fails, to respond to any questions, or to submit to questioning, shall be informed that refusal, or willful

failure, to answer any questions directly related to the investigation or questioning, may result in disciplinary action. No promise of reward shall be made as an inducement to answer any question.

19.38 The complete questioning of an employee may be recorded by the County, but the employee under questioning shall have access to the recording if any further proceedings are contemplated by the County, or prior to any further questioning at a subsequent time. An employee under questioning shall have the right to record with his/her own recording device any and all aspects of the questioning.

19.39 Within a reasonable period of time following his/her questioning, an employee shall be entitled to a transcribed copy of any notes made by a stenographer during the questioning and to any notes, reports, or complaints germane to the investigation or questioning, except those notes, reports, or complaints which are deemed by the investigating agency to be confidential. No notes, reports, or complaints which are deemed to be confidential shall be entered in the employee's personnel file.

19.40 If, prior to, or during the questioning of an employee, it is deemed that the employee may be charged with a criminal offense, no further questioning shall ensue until the employee has been informed of his/her constitutional rights.

19.41 An employee who is subject to questioning shall at all times during such questioning have the right to have present a representative of his/her own choosing. The representative shall not be a person subject to the same investigation and shall not be required to disclose, nor be subject to, any disciplinary action, or discrimination, for refusing to disclose any information received from the employee who is subject to investigation for non-criminal matters.

19.42 The County shall not cause an employee under questioning to be subject to visits by the press or news media without the express written consent of the employee, nor shall the home address, telephone number, or photograph of the employee be given to the press or news media without the express written consent of the employee.

19.43 Nothing in Section 19 of this Agreement as it relates to Internal Affairs Investigations shall be construed to apply to the questioning of any employee in the normal course of duty, counseling, instruction, or informal verbal admonishment, warning, or reprimand by, or other routine, or unplanned contact with a supervisor, or any other employee, nor shall anything in Section 19 of this Agreement as it relates to Internal Affairs Investigations apply to any investigation concerned solely and directly with alleged criminal activity.

SECTION 20 GRIEVANCES

20.1. Employees are strongly encouraged by both parties to this Agreement to meet with their immediate supervisor to discuss the issue that they are concerned about prior to filing a formal grievance.

20.2. 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.

20.3. When the grievant is an employee, 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 is satisfied with the resolution, if any, of the grievance, that the grievance is terminated, 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.

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

20.5. The County shall allow an employee and/or his/her Association representative reasonable time off work without loss of pay, or benefits, in order to process a grievance during normal working hours. "Processing" as used herein does not include investigation or preparation of the written grievance.

20.6. In the case of multiple grievances on the same issue, the County may elect to resolve the issue by having one joint hearing on all the grievances.

STEP 1. COUNTY/EMPLOYEE/ASSOCIATION

20.7. Within fifteen (15) 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 County official who has supervisory or managerial authority over the grievant.

20.8. Within five (5) working days of receipt of the grievance, the parties shall meet and attempt to resolve the grievance.

20.9. Within five (5) working days of such a meeting when the grievant is an employee, the County supervisory or management official shall serve written notice of the decision to the grievant.

20.10. If a grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may appeal the grievance in writing within seven (7) calendar days of receipt of the written decision at Step 1, or within seven (7) calendar days after the decision deadline at Step 1 has elapsed.

STEP 2. AGENCY/DEPARTMENT HEAD

20.11. Any appeal from a Step 1 decision on a grievance shall be in writing. The Department Head, or his designated representative, shall meet with the employee in an attempt to resolve the grievance within five (5) working days of the receipt of the grievance. The Department Head shall render a written decision on the matter within five (5) working days of the meeting.

STEP 3. EVIDENTIARY HEARING

20.12. The grievant may appeal the decision at Step 2 to the Board of Supervisors for a binding decision within five (5) working days of receiving the decision from Step 2, by filing a written appeal with the Board of Supervisors. The employee shall simultaneously provide a copy of the appeal to his or her Agency/Department Head. Failure to timely file the appeal shall be deemed a waiver of the right to appeal the decision to the Board of Supervisors.

20.13. The hearing on grievances shall be conducted and decided by the Board of Supervisors using the same procedure as hearings on disciplinary actions as set forth in Sections 19.18, 19.21, and 19.22.

20.14. The costs of hearings before the Board of Supervisors, excluding the other party's costs incurred to present its case, shall be paid by the losing party. If the grievance is withdrawn by the grievant prior to the hearing, and costs are incurred as a result, the parties shall divide evenly the costs of the hearing, unless the compromise disposes of the costs thereof differently. If the hearing proceeds to a determination by the Board of Supervisors, either party or the parties jointly may request a finding by the Board of Supervisors as to which is the losing party. If the Board of Supervisors does not determine the losing party, the parties shall divide the costs of the hearing.

20.15 When through a showing of good cause that the Board of Supervisors cannot be an impartial decision maker in any specific matter brought before it pursuant to this Section the parties shall not use the Board of Supervisors to hear and decide the matter but shall instead employ an independent arbitrator as a decision maker using the procedure established in the MOU for the General Unit.

SECTION 21 SICK LEAVE AND LEAVES OF ABSENCE

SICK LEAVE – ELIGIBILITY

21.1. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments of 3.6923 hours each pay period for every eighty (80) hours worked up to a maximum of ninety-six (96) hours per year.

- A. Sick leave may be taken when the employee is sick or injured and unable to perform his/her duties substantially like normal or would endanger other employees or the public.
- B. No more than six (6) days of a regular employee's available sick leave annually may be taken for reasons of illness, or injury, of a member of the employee's immediate family.
- C. Such other reasons as may be approved by the Department Head.

21.2. Except as otherwise required by law, sick leave accrued by an employee shall not be available to the employee until after completion of six (6) continuous months of employment with the County.

21.3. The County may require from an employee a written release from a licensed health care practitioner for the employee's return to duty and verification of illness or injury after any absence over six working days due to illness or injury. The County may also require a fit-for-duty examination from a health care practitioner, chosen and paid for by the County. If a fit-for-duty examination is required, it must be performed prior to the employee returning to work. The County will reimburse the employee for expenses according to the County travel policy. In any case, an employee absent due to an alleged occupational injury or illness shall provide to the County a written release from a licensed health care practitioner for the employee's return to duty before being permitted to resume his/her employment duties following any absence due to occupational injury or illness.

21.4. Upon completion of any waiting period during which no benefits are payable from State Disability Insurance (SDI), or from workers' compensation temporary disability indemnity, an employee shall receive for the period of absence due to injury or illness following any such required waiting period, that fraction of his/her unused sick leave necessary to make up any difference in wages between the State Disability Insurance (SDI) benefits or temporary disability indemnity, and the pay the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of illness or injury following any such required waiting period. An employee paid in accordance with this formula shall utilize his/her available sick leave in fractional amounts until his/her available sick leave is exhausted. An employee on worker's compensation or State Disability Insurance (SDI) shall have the option of using his/her accrued vacation leave.

An employee shall not accrue sick leave or any other leave described in this section while receiving non-work related disability benefits. The County may request verification of use of

sick leave for self or immediate family. The employee shall be notified in advance if verification is required.

UNUSED SICK LEAVE

21.5 No employee shall be eligible for any payment for unused sick leave, except as provided in Section 21.6. Employees shall receive credit for unused sick leave toward retirement benefits as provided in Public Employees Retirement System (PERS), Section 20862.8.

21.6 When an employee accrues a minimum of 500 sick leave hours and up to a maximum of 1,000 sick leave hours, said employee may be paid in cash for one-half of the number of hours of accrued sick leave upon retirement only.

BEREAVEMENT LEAVE

21.7 A regular employee shall be granted up to three (3) days of paid bereavement leave on account of the death of any member of his/her extended family. Employees may extend bereavement leave by using an additional two (2) days of paid sick leave days.

21.8 The County may require, upon an employee's return from bereavement leave, appropriate verification of the employee's absence from work on account of the death of a member of his/her immediate family.

JURY DUTY OR TESTIMONY ON BEHALF OF COUNTY

21.9 Any regular employee absent from work for service as a juror, or absent from work for appearance as a witness in response to a subpoena to testify for the County of Amador, shall be granted paid leave of absence for the time necessary in going to, returning from, and serving or appearing in such capacity. Any fees received by the employee for such service or appearance shall be remitted to the County.

EXAMINATIONS OR INTERVIEWS

21.10 Employees shall be granted paid leave of absence for purposes of taking qualifying or promotional examinations for County service, or for interviewing for other employment with the County.

21.11 The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such examination or interview is scheduled at a time when the employee is required to be working for the County.

MILITARY LEAVE

21.12 An employee absent for purposes of a health examination required for the Armed Forces of the United States shall utilize his/her unused sick leave for such absence.

21.13 The County shall require, prior to and/or following an employee's use of such leave, appropriate verification that such health examination is scheduled at a time when the employee is required to be working for the County.

21.14 Employees shall be granted other paid and unpaid leaves of absence and reinstatement rights following such leaves in accordance with the provisions of State and Federal Military and Veterans Codes.

21.15 Any regular full-time employee who is involuntarily called to full time active military duty during the remaining term of this Agreement shall be entitled to receive those County health insurance benefits which he/she was receiving while he/she is on active military duty for a period not to exceed 180 days from the date he/she enters active military service; provided, however, if the employee and his/her dependents are provided health insurance or coverage through the military the employee shall not be entitled to receive County health insurance benefits.

CATASTROPHIC LEAVE

21.16 A catastrophic leave bank shall be established, but only when an employee who qualifies to use it requests it; the leave bank is not continually in existence. When an employee needs, and requests, donations, vacation leave and/or sick leave only may be donated into the bank. The County Human Resources Director shall act as a “banker”, supervising the donations and the acceptance of the donated leave. An employee will have to use all of the vacation, sick and compensatory time off (CTO), and holiday leave accrued to him/her before using any donated catastrophic leave.

FAMILY & MEDICAL LEAVE

21.17 The County shall comply with federal and state law regarding family leave, as governed in the Amador County Policies & Procedures Manual.

MANAGEMENT LEAVE

21.18 Mid-Management Classifications shall earn and accrue Management Leave in regular increments of 1.5384 hours each pay period for every eighty (80) hours worked up to a maximum of forty (40) hours per year. For employees on a voluntary reduced work schedule, they shall earn and accrue paid Management Leave in regular increments of 1.5384 hours paid sick leave each pay period for every seventy-two (72) hours worked up to a maximum of forty (40) hours per year subject to the following conditions:

A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate. Accrual of Management/Administrative leave shall cease when the maximum amount of Management/Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee’s accrued Management/Administrative leave is below the maximum allowed accrual. An employee shall not be eligible to utilize his/her Management/Administrative Leave until after completion of six (6) continuous months of employment with the County.

B. Part-time employees will have the leave pro-rated based on the numbers of hours worked.

C. If an eligible employee separates from County employment, said employee will not be paid in cash for any unused professional Management/Administrative leave. However, if an eligible employee moves to another County employment classification, which has no professional leave, said employee will be paid off in cash.

OTHER LEAVES

21.19 In addition to those leaves of absence above, a leave of absence with, or without pay, may be granted by the Board of Supervisors for any period of time and upon any terms acceptable to it and the employee. No medical leave of absence pursuant hereto shall be granted unless required by a physician.

21.20 An employee's pay for a period of absence under any provisions of this Section shall equal the pay which the employee would have received had he/she worked his/her regular hours and regular days in his/her most regularly assigned class, but not in any temporarily assigned higher class, during the period of absence.

21.21 No absence under any paid leave provision of this Agreement shall be considered a break in service for any employee, and all benefits accruing to an employee under the provisions of this Agreement shall continue to accrue during such absence. Absence under any unpaid leave provision of this Agreement shall not be considered a break in service, but all other benefits accruing to an employee under this Agreement shall cease immediately for the duration of any such unpaid leave of absence with the exception of Health and Welfare benefits as provided below, unless continuation of such benefit accrual is required in accordance with the provisions of the Sections herein as they relate to Military Leave. The County will cease the County contribution toward Health and Welfare benefits (health, dental, vision, and life insurances) after thirty (30) calendar days after the approved paid leave is exhausted. The employee shall be responsible for the employee's share of the benefits until the County's share of benefits terminates. At such time the employee shall be responsible for the full cost of the benefits in accordance with COBRA regulations.

21.22 The County may, at its discretion, deny to any employee either paid or unpaid leave of absence under any provisions of this Agreement during any work stoppage, strike, work slowdown, or other job action against the County by its employees or during any bona fide emergency for which the County deems it necessary to have its employees work.

UNAUTHORIZED ABSENCE

21.23 Any employee's unauthorized absence, i.e., absence from his/her duty without leave authorized in accordance with the provisions of this Agreement, for five (5) or more consecutive working days shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the last date on which the employee worked. Any employee's failure to return to County service within five (5) working days of the expiration of his/her leave of absence authorized in accordance with the provisions of this Agreement, or to secure from the County extension of such leave of absence, shall constitute an automatic voluntary resignation by such employee from his/her employment with the County, effective as of the date of expiration of his/her leave of absence.

21.24 Reinstatement of an employee to his/her employment with the County following his/her automatic voluntary resignation may be granted by the Board of Supervisors through the County Administrative Officer upon petition by the employee to him/her for such reinstatement. If the position vacated by the employee has been filled by a regular employee for a period greater than three (3) months, or if the petitioning employee fails to provide an explanation and/or supporting evidence satisfactory to the Board of Supervisors as to the sufficiency of the causes for his/her unauthorized absence, or for his/her failure to return to County service upon expiration of his/her leave of absence, or to secure from the County extension of his/her leave of absence, reinstatement shall be denied.

SECTION 22 HOLIDAY LEAVE

ELIGIBILITY

22.1. Covered employees shall be granted paid holiday leave in accordance with Section 22.5 for the following holidays:

New Year’s Day.....	January 1
Martin Luther King’s Birthday	Third Monday in January
President’s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day.....	First Monday in September
Columbus Day	Second Monday in October
Veteran’s Day.....	November 11
Thanksgiving.....	4 th Thursday in November
Friday following Thanksgiving Day.....	4th Friday in November
Christmas Eve.....	December 24
Christmas Day.....	December 25

SATURDAY OR SUNDAY

22.2. When a holiday falls on a Saturday, the preceding workday which is not a holiday shall be deemed the holiday. When a holiday falls on a Sunday, the following workday which is not a holiday shall be deemed the holiday.

COMPENSATION

22.3. Full-time employees assigned to a ten (10) hour four day workweek shall accrue (10) hours holiday leave for each holiday. Full time employees assigned an eight (8) hour five day week shall accrue (8) hours holiday leave for each holiday. Regular part-time employees shall earn paid holiday leave at the rate of ten (10) hours holiday leave for employees assigned a ten hour day and eight (8) hours holiday leave for every one hundred eighty-nine and eighty-two hundredths (189.82) hours of service, which hours of service shall be performed prior to a holiday as designated herein in order for such employee to establish eligibility for holiday leave for such holiday.

22.4 Holiday leave shall not be earned by extra-help employees.

22.5 A regular employee holding any position not exempt from the overtime provisions of the Fair Labor Standards Act is required, or permitted, to work on a holiday for which he/she is eligible for paid holiday leave shall be granted compensation at a rate equal to two (2) times the employee’s straight-time rate of pay for hours worked on a holiday. A non-exempt employee assigned to a ten hour/four day work week shall receive holiday pay, or accrued holiday leave, for ten (10) hours of holiday pay for each holiday. A non-exempt employee assigned to an eight hour/five day work week shall receive holiday pay, or accrued holiday leave, for eight (8) hours of holiday pay for each holiday. Exempt employees shall be paid at the employee’s regular rate

of pay for each holiday observed. An eligible FLSA non-exempt employee shall be in paid status on his/her regular working day immediately preceding, or succeeding a holiday, in order to be paid for the holiday.

22.6 When a holiday falls on a regular day off for an employee assigned to a 4/10 work schedule said employee shall be credited with ten (10) hours of holiday leave. When a holiday falls on a regular day off for an employee assigned to a 5/8 work schedule said employee shall be credited with eight (8) hours of holiday leave. Any unused time in the holiday bank shall be paid off in cash after the end of each calendar year.

22.7 An eligible employee failing to utilize his/her holiday leave in accordance with the above provision within the calendar year in which such leave was earned, shall be paid at straight time in lieu of such holiday leave, which leave shall be deducted from his/her leave.

22.8 The County may, at its discretion, deny to any employee holiday leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

22.9 Except as provided by Section 22.5 above, a Sergeant's pay for any paid holiday shall in no event exceed the straight-time rate of pay which the employee would have received if he/she worked his/her regular hours in his/her most regularly assigned class; i.e., not in any temporarily assigned higher class, on the paid holiday.

22.10 An employee shall not accrue holiday leave while receiving non-work related disability benefits.

SECTION 23 VACATION LEAVE

ELIGIBILITY

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

- A. For the first and second continuous years of service, vacation leave shall be earned and accrued at the rate of 3.3846 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of eighty-eight (88) hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every seventy-two (72) hours worked up to a maximum of one hundred twenty-eight (128) hours per year.
- B. For the third through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of 4.9230 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of 128 hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued in regular increments of 4.9230 each pay period for every seventy-two (72) hours worked up to a maximum of one hundred twenty-eight (128) hours per year.
- C. For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every eighty (80) hours worked up to a maximum of one hundred sixty-eight (168) hours per year. Employees on a voluntary reduced work schedule, vacation leave shall be earned and accrued at the rate of 6.4615 hours in regular increments each pay period for every seventy-two (72) hours worked up to a maximum of one hundred sixty-eight (168) hours per year.

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

23.3. 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.

23.4. 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.

23.5. Vacation leave shall be granted, and shall be utilized, no later than the calendar year following the calendar year in which the employee earned and accrued such leave; provided, however, that every employee shall take a minimum of five (5) consecutive days of vacation leave in every calendar year (or four (4) days if the employee is assigned to a four-day-ten-hour shift).

23.6. An employee shall not accrue vacation leave while receiving non-work related disability benefits.

23.7. An employee failing to utilize timely his/her accrued vacation leave as set forth in Section 23.6 shall cause the employee not to accrue further vacation leave until the unused vacation leave has been utilized. The County shall make time available for said vacation leave. At any time after an employee reaches two (2) months of the maximum accrual of vacation

leave and has no vacation leave scheduled he/she may be directed by his/her Agency/Department Head to take all or any part of his/her vacation whenever the Agency/Department Head elects.

23.8. Except in cases of bona fide emergency, vacation leave shall be requested by an employee wishing to utilize such leave at least fifteen (15) days in advance of the day upon which such leave is to commence. Vacation leave shall be scheduled by the employee's Department Head, or his/her designee, at times requested by the employee insofar as possible within the County's work requirements.

23.9 The County may, at its discretion, deny to any employee vacation leave during any work stoppage, strike, work slowdown, or other job action against the County by its employees, or during any bona fide emergency for which the County deems it necessary to have its employees work.

SECTION 24 HOURS OF WORK

WORKDAY

24.1. The workday for full-time employees shall be between eight (8) hours and twelve (12) hours (as determined by the Sheriff, the District Attorney, and/or the Chief Probation Officer or their respective designees). Sergeants who supervise non-Unit employees may be assigned comparable shifts and are expected to work at the direction of Sheriff or Sheriff's designee. The Chief District Attorney Investigator may be assigned any shift and is expected to work at the direction of the District Attorney or his or her designee. The Deputy Chief Probation Officer may be assigned any shift and is expected to work at the direction of the Probation Chief.

24.2. The workday for any employee may be extended at the discretion of the County in accordance with the provisions of Section 24.9.

WORKWEEK

24.3. The workweek for full-time employees shall be five (5) workdays, or four (4) workdays (as determined by the employee's department head within a calendar week for a total of forty (40) hours). The department head may, in their discretion, approve and implement other full-time weeks for Sheriff's Office employees, subject to the requirements of applicable law and consistent with the workday provisions in section 24.1.

24.4. The workweek for part-time employees shall be five (5), or fewer, workdays within a calendar week, for a total of fewer than forty (40) hours.

24.5. The workweek for any employee may be extended at the discretion of the County in accordance with the provisions of Sections 24.9.

24.6 No part-time or extra-help employee shall have a right to work any fixed number of hours in any week or in any month; the number of hours that a part-time or extra-help employee works shall be determined on a periodic as-needed basis by the employee's Department Head.

MEAL/BREAK PERIODS

24.7. Every employee shall be granted compensated meal/break time at the rate of fifteen (15) minutes for each four (4) hours of continuous work or major fraction thereof. Compensated meal/break time shall be included and taken within the employee's regular shift. The allocated time may be used in one block, or in smaller time blocks, with the consent of the employee's supervisor. No other break or rest periods are granted or recognized during the regular shift. In such cases where the employee is unable to take the meal/break period, due to the work load, no special compensation (including overtime pay) may be granted.

24.8. Rest time shall be taken at such times and at such places as shall be determined by the County.

CALL-IN/STANDBY/OVERTIME

24.9. Non-exempt employees required by the County to work in addition to his/her workday anytime which is not continuous with his/her workday shall, for each instance of the performance of such work, be considered to have performed at least three (3) hours of overtime work in accordance with the provisions listed below. For purposes of Section 25.23., this provision is hereby waived. An employee called out to work which work is continuous to his/her workday, whether called out from standby or not, shall not be entitled to call-in pay but shall be entitled to overtime pay for his/her time worked in addition to his/her regular workday. Telephone calls to an employee on standby shall not be compensated. Telephone calls to an employee not on standby shall be compensated at fifteen (15) minutes of overtime for the total of all such calls during one twenty four hour period; provided however, that if the actual time of all said calls during one such period exceeds fifteen (15) minutes the employee shall be compensated at the overtime rate for the total time taken for said telephone calls.

24.10. A sergeant assigned by the County to be on standby during non-duty hours shall make himself/herself available for, and respond to, all calls for work during such standby period; an employee who is found to be unavailable for, or who fails to respond to, a call for the performance of work during a standby period may be subject to disciplinary action. "Available for calls for work" means that the sergeant on standby shall be in the county of his/her residence, with uniform immediately available, and shall not consume alcohol or other drug that would not be tolerated while on duty.

24.11. Any employee assigned by the County to be on call during non-duty hours shall receive standby compensation at the rate of three dollars (\$3.00) per hour during such standby period, provided such employee makes himself/herself available for, and responds to, all calls for work during such period within fifteen (15) minutes of receiving communication that he/she should report for work. Any employee who is found to be unavailable for a call for the performance of work during a standby period may be subject to disciplinary action.

24.12. Any work assigned by the County to be performed during a standby period shall be considered overtime work beyond the workday in accordance with the provisions listed below. For the first such instance of performance of work during any twelve (12) hour standby period, which standby period shall commence at the time an employee is assigned to be on call, an employee shall be considered to have performed at least one (1) hour of overtime work beyond the workday in accordance with the provisions listed herein.

24.13. The County vehicle assigned by the County for an employee to have at his/her residence for the purpose of performing overtime work during an assigned standby period, shall be considered such employee's assigned worksite for any overtime work performed during such standby period.

24.14. Standby compensation shall not be considered part of the employee's regular rate of pay for purposes stated herein.

24.15. Employees are not entitled to concurrent pay for standby and call-in.

OVERTIME/COMPENSATORY TIME OFF (CTO)

24.16. A non-exempt employee assigned by the County to perform overtime work beyond the workday, beyond the workweek, beyond the work period established in lieu of the forty (40) hour workweek, or beyond the sixth consecutive workday of a work period established in lieu of the forty (40) hour workweek, shall be compensated with overtime pay or compensatory time off (CTO) instead of cash on the following basis:

- A. Each calendar year, a maximum of one hundred twenty (120) hours of compensatory time off (CTO) may be accumulated by any non-exempt employee and then taken in cash or in time off, at the option of the employee.
- B. During each calendar year, once overtime accrues to one hundred twenty (120) hours in compensatory time off (CTO), all additional overtime will be paid in cash at overtime rates and compensatory time off will not accrue.
- C. Also subject to these notice provisions, management may direct an employee to use any amount of compensatory time off (CTO) when management finds it appropriate for the employee to do so.

24.17. Exempt employees shall not be compensated for overtime. Except in those instances where the County is reimbursed by an outside agency for the cost of providing overtime pay for exempt bargaining unit employees at the rate of one and one-half (1½) times the equivalent of the eligible employee's hourly rate of pay for actual hours worked in excess of forty hours in the employee's regular work week. In no case shall the exempt employee be entitled to more pay than is reimbursed by the outside agency.

24.18. Overtime rate of compensation for non-exempt employees shall be equal to one and one-half (1½) times the employee's regular rate of pay for ALL such overtime work performed, commencing upon arrival at the employee's assigned worksite and ending upon departure from such worksite. Compensated time off (CTO) for overtime shall accrue at the same rate.

24.19. For the purpose of computing overtime compensation, the term "employee's regular rate of pay" shall include the POST Advanced Certificate differential.

24.20. An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement. Even if the request is made timely, Management has up to 30 days to schedule the CTO for the employee and not necessarily for the shifts desired by the employee. The taking of the CTO may not unduly disrupt the administration of the Department's duties. The foregoing is agreed between the parties to be consistent with the FLSA.

24.21 Notwithstanding the forgoing, the work period for the purpose of determining overtime pursuant to the Fair Labor Standards Act (FLSA) shall be twenty-eight (28) days per month. The employer may implement such FLSA work period as it deems necessary to minimize overtime costs associated with any of the workdays and workweeks provided under this Section 24.

24.22. Any vacation leave, sick leave, or holiday leave taken by an employee during a work week shall count as work time for the purpose of determining whether or not time worked in addition to forty (40) hours during that work week should be compensated at overtime rates.

24.23. Overtime or call-in time shall not be earned for County court time expended during vacation or holiday leave. The employee called to court during vacation or holiday leave shall be paid at the straight time rate. An employee called to court on his/her regularly scheduled day off shall be paid at the overtime rate for the time spent at court.

24.24. An employee who wants to take CTO for a specific shift or shifts must request it in writing no less than seven (7) days before the commencement of the shift for which the employee wants to take CTO. If the seven (7) day notice provision is found to be unlawful, the County shall have the right to reopen the compensatory time off (CTO) section of this Agreement.

24.25. For the purpose of computing overtime compensation, the work period, workday, and workweek for part-time employees are the same as full-time employees.

24.26. The time used by an employee in commuting to his/her residence in a county vehicle shall be outside of the employee's workday and shall not be compensated. If the employee is called out during the commute the time spent working shall be at overtime rates but not as call-in time.

SECTION 25 HEALTH AND WELFARE BENEFITS

HEALTH INSURANCE- ELIGIBILITY

25.1 Every regular full-time and part-time employee is eligible for health, dental and vision insurance in accordance with plan provisions on the first day of the month, following the month in which such employee begins his/her County employment.

PERS HEALTH BENEFITS

25.2 The County maintains a contract with PERS to make available PERS health benefits to covered full-time and part-time regular employees (“active members”), and retired covered employees who are annuitants of PERS (“covered retirees”). The County’s contribution is set at the minimum monthly contribution required by Public Employees’ Medical and Hospital Carte Act (PEHMCA) Regulations.

The 2022 minimum monthly Employer contribution was set at one hundred forty-nine dollars (\$149.00). The 2023 minimum monthly Employer contribution is set for one hundred fifty-one dollars (\$151.00). Covered retirees shall include active members who retire, *i.e.*, who become PERS annuitants directly upon leaving County employment after five (5) years of County service.

CAFETERIA PLAN

25.3 Cafeteria Plan. In addition to the contribution for PERS health plan specified in 25.2 above, the County provides bi-weekly contributions to the Cafeteria Plan to be utilized by employees for medical, dental and vision plan premiums. Full-time employees enrolled in one of the PERS Health Plan Programs will receive a bi-weekly contribution to the Cafeteria Plan as provided below:

The bi-weekly contribution to the Cafeteria Plan for employees who select the PORAC Plan or a less expensive plan beginning with the 2023 Plan Year shall be up to three hundred eighty-seven dollars and twenty-three cents (\$387.23) for employees with single coverage; seven hundred eighty-five dollars and eight cents (\$785.08) for employees with two-party coverage; and nine hundred eighty-eight dollars and fifteen cents (\$988.15) for employees with family coverage, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

The bi-weekly contribution to the Cafeteria Plan for employees who select a more expensive plan than PORAC shall be up to three hundred ninety-four dollars and sixty-two cents (\$394.62) for employees with single coverage; eight hundred twenty-nine dollars and eighty-five cents (\$829.85) for employees with two-party coverage; and one thousand eighty-two dollars and thirty-one cents (\$1,082.31) for employees with family coverage, and shall be used to help cover the costs of such premiums for programs available through the PERS Health Plan, dental and vision plans offered through the County.

Employees who select health insurance may utilize the contribution in 25.2 PLUS the amounts contributed to the Cafeteria Plan listed above. Example: If the minimum PERS contribution

for Plan Year 2023 is one hundred fifty-one dollars (\$151) per month and the Cafeteria Plan contribution for single PORAC in Plan Year 2023 is six hundred eighty-eight dollars (\$688), then the employee has a total of eight hundred thirty-nine dollars (\$839) per month to use for medical, dental and vision coverage which when converted to bi-weekly is three hundred eighty-seven dollars (\$387) per bi-weekly pay period.

INCREASES TO CAFETERIA PLAN

Effective January 1, 2022, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2023, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2024, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

Effective January 1, 2025, the County will increase the County's bi-weekly contribution to the cafeteria plan for employees selecting the PORAC Plan or a less expensive plan by the dollar amount necessary to cover the cost of the increase in the PORAC Plan up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate. The bi-weekly contribution for employees selecting a more expensive plan than PORAC will receive the dollar amount necessary to cover the cost of the increase in the plan selected up to the dollar amount equivalent to a five percent (5%) increase in the PORAC rate.

CAFETERIA PLAN ADMINISTRATION

25.5 Employees may use remaining monies to upgrade the dental and vision plans but are not eligible to receive any money in excess of the premium amount. Part-time employees shall receive a contribution to the Cafeteria Plan in an amount equal to the proportion of hours regularly scheduled up to full time.

Any employee who waives medical insurance may receive one hundred eighty-four dollars and sixty-two cents (\$184.62) per bi-weekly pay period in cash from the Cafeteria Plan.

25.6 Each active member shall direct the County Human Resources to deduct from his/her paycheck any amount requested by the employee to be transmitted to PERS, in addition to the bi-weekly amount specified above, or to another provider to pay for insurance benefit costs in excess of the bi-weekly contribution to the Cafeteria Plan.

25.7 As a condition of continued County employment, every regular full-time employee covered by this Agreement, including, but not limited to, active members, shall have in effect at all times reasonable major medical/hospitalization insurance. Said coverage shall be through PERS, or from another comparable insurer. Regular full-time or part-time employees not covered by a PERS major medical/hospitalization insurance program shall be required to submit annually to the Human Resources Director, upon the County's request, evidence of having in effect such major medical/hospitalization insurance.

25.8 No insurance coverage contribution, or health benefit contribution, shall be made by the County for any employee for extra help, standby, or overtime service, or for any period of work not performed, except for any period which is a paid leave of absence.

PRE-TAX SALARY DEDUCTIONS

25.9 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.

25.10. Employees shall assume full responsibility for enrolling themselves and their eligible dependents in the insurance coverage provided by this Section. A newly hired employee shall have until the first day of the month following the month in which he/she completes the sixty (60) days of regular service in order to complete the enrollments required for insurance coverage. Thereafter, changes in the enrollments for all employees may be made by an employee for the CalPERS Health Program, or when the employee experiences a life event as defined under CalPERS special enrollment opportunities.

DEFERRED COMPENSATION ANNUITY PROGRAM

25.11 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 bi-weekly payroll deductions which shall be authorized in writing by the employee at least thirty (30) days prior to the first deduction. For eligible employees in years with twenty-six bi-weekly payroll periods, the County will contribute twenty three dollars and eight cents (\$23.08) per bi-weekly pay period to the employee's 401(a) deferred compensation account of each employee who contributes at least twenty three dollars and eight cents (\$23.08) bi-weekly to their 457 deferred compensation account for the same bi-weekly pay period. For eligible employees in years with twenty-seven bi-weekly payroll periods, the County will contribute twenty-two dollars and twenty-two cents (\$22.22) per bi-weekly pay period to the employee's 401(a) deferred compensation account of each employee who contributes at least twenty-two dollars and twenty-two cents (\$22.22) bi-weekly to their 457 deferred compensation account for the

same bi-weekly pay period. However, if the employee ceases such contributions, the county match will no longer apply.

25.12 At its sole discretion, the County may change Deferred Compensation Plans. The County will notify the Association one (1) month prior to the change.

DISABILITY INSURANCE

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

25.14 During the term of this Agreement, the Association may notify the County of the desire to withdraw from the SDI program. At such time, the County will contact SDI to initiate the process.

MILEAGE AND TRAVEL ALLOWANCES

25.15 Any employee required by the County to operate his/her vehicle in the performance of County business shall receive an allowance therefore as governed by the Amador County Policies & Procedures Manual. 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.

25.16 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, as governed by the Amador County Policies & Procedures Manual.

25.17 Other allowances shall be paid to employees for travel which is required by the County as governed by the Amador County Policies & Procedures Manual.

PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

25.18 All employees who are eligible to participate in the Public Employees Retirement System (PERS), as set forth in the contract between the County and PERS, shall participate therein according to said contract.

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

- A. The \$.93 per bi-weekly pay period (\$2.00 per month) per employee PERS survivor benefit shall continue to be paid by the employee.
- B. Except as provided immediately below, employees shall pay 9% of compensation toward the employee retirement contribution.

- C. All employees hired on or after January 1, 2013, who are subject to PEPRA shall pay one-half of the normal cost of the applicable PEPRA plan in place as of January 1, 2013 up to the cap established by the California Public Employee Pension Reform Act.
- D. In addition to contributions made pursuant to subsections B and C immediately above, employees shall, by payroll deduction, pay an additional two percent (2.0%) of pensionable or earnable compensation (whichever applies) toward the required employer PERS pension contribution.

PERS RISK-POOL PROVISIONS

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

- A. California Government Code Section 20965 (Credit for Unused Sick Leave);
- B. California Government Code Section 21022 (Public Service Credit for Periods of Layoff);
- C. California Government Code Section 21026 (Public Service Credit for Service Rendered to a Nonprofit Corporation);
- D. California Government Code Section 21536 (Local System Service Credit Included in Basic Death Benefits);
- E. California Government Code Section 21548 (Pre-retirement “Optional Settlement Two” Death Benefit);
- F. California Government Code Section 21362.2 (3% @ 50 Retirement formula) and California Government Code Section 20042 (One-Year Final Compensation) is provided for all employees hired prior to June 1, 2011.
- G. Employees hired on or after June 1, 2011, shall be covered by California Government Code Section 21363.1 (3% @ 55 Retirement formula) and California Government Code Section 20037 (Three Years Final compensation).
- H. Employees hired on or after January 1, 2013, shall be subject to the applicable provisions of the Public Employee Pension Reform Act of 2012, and related legislation.

UNIFORM ALLOWANCE

25.21 Sheriff’s Office – Any covered Sheriff’s Office employee required to wear a uniform while on duty, shall be paid a monthly allowance of one hundred dollars (\$100) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the

County. . Said allowance shall be paid in the eligible employee's bi-weekly payroll in the amount of forty-six dollars and sixteen cents (\$46.16) in those calendar years with twenty-six (26) bi-weekly payroll periods or forty-four dollars and forty-four cents (\$44.44) in those calendar years with twenty-seven (27) bi-weekly payroll periods.

Effective the pay period containing October 1, 2022, this uniform benefit will be extended to the following classifications: Correctional Lieutenant, DA Investigator (Supervising), and DA Investigator (Chief).

Non-uniformed personnel will not be eligible for any uniform allowance under this Agreement. In addition, the County shall provide new Sheriff's Office employees the necessary uniforms upon employment in lieu of the first year's uniform allowance.

25.22 Probation Department Uniforms:

- A. The Chief Probation Officer may, at his or her discretion, establish, implement, and revise, from time to time, Probation Department attire and uniforms policy and the specifications for items constituting approved uniforms for field work and other Probation Department work settings. The Chief Probation Officer shall transmit notice of the policy, specifications, and changes therein to affected department personnel at least thirty (30) days before the effective date.
- B. The Chief Probation Officer may require one or more Probation Department employees to wear a field uniform or discontinue such requirement at his or her discretion.
- C. If the Chief Probation Officer requires a Probation Department employee covered by this Memorandum of Understanding to wear an approved uniform pursuant to paragraphs 25.22.A and 25.22.B. above, the County will, on a one-time basis and upon presentation of the County-required documentation, reimburse the eligible employee up to five hundred dollars (\$500) toward the initial purchase of the approved uniform items prescribed by the Probation Department policy.

Beginning the thirteenth (13th) month after the eligible employee begins wearing the required uniform, he or she shall be paid a monthly allowance of one hundred dollars (\$100) for the acquisition, cleaning, and maintenance of uniforms and hosiery required and approved by the County. Said allowance shall be paid in the eligible employee's bi-weekly payroll in the amount of forty-six dollars and sixteen cents (\$46.16) in those calendar years with twenty-six (26) bi-weekly payroll periods or forty-four dollars and forty-four cents (\$44.44) in those calendar years with twenty-seven (27) bi-weekly payroll periods.

- D. If the Chief Probation Officer determines that he or she no longer desires that a Probation Department employee who has been required to wear a uniform continue wearing that uniform, he or she shall notify the employee and the employee shall cease wearing the uniform at the date specified by the Chief Probation Officer. The employee will stop receiving the bi-weekly uniform allowance the first full month after having been so notified by the Chief Probation

Officer. If he or she is required to resume wearing a required field uniform, he or she will not receive another \$500 lump sum but will begin receiving the bi-weekly allowance specified in paragraph 25.22.C above on the pay period that includes the date the request to resume was made.

25.23 In addition thereto, any eligible employee above required to wear a uniform, while on duty, shall have said uniform repaired or replaced by the County to the extent said uniform, or part thereof, is torn or otherwise damaged while said employee is carrying out his/her duties of employment. Said repairs must meet the standards as required by the Department Head, or his/her designee.

HEALTH EXAMINATIONS OR TESTS

25.24 If any health examination or test is required of any employee by the County, the County shall provide the required examination or test, cause such examination or test to be provided, or reimburse the employee for the reasonable cost of such examination or test. 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.

EMPLOYEE WELLNESS PROGRAM

25.25 The County agrees to implement an Employee Wellness Program which will provide up to \$100.00 per year cost reimbursement to employees who are non-smokers and who participate in an approved physical fitness program. Claims for cost reimbursement must be submitted to the Human Resources Department prior to December 10th of each year for reimbursement for that calendar year.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

25.26 In addition, the County and the Association shall implement the Employee Assistance Program (EAP), as governed by the Amador County Policies & Procedures Manual.

SECTION 26 CLASSIFICATIONS AND WAGES

CLASSIFICATIONS

26.1. Subject to the provisions listed below, the classifications and base wage ranges in Appendix B of this Agreement shall govern the base wage/salary rates for all classes designated within that plan and schedule.

26.2. An employee occupying a position which is reclassified to a class with the same or a higher designated range, shall receive the same salary treatment as any other employee being transferred or promoted. An employee occupying a position that is reclassified downward shall receive a Y-rate, if the employee is paid more than the maximum salary for the new class. 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.

TEMPORARY ASSIGNMENTS

26.3. An employee assigned temporarily to work in a class with a higher designated range than the range designated for such employee's regularly assigned class may, upon approval by the Board of Supervisors, be paid in accordance with the designated range of the temporarily assigned class, retaining during such temporary assignment whatever step in the designated range for his/her temporarily assigned class will result in a wage increase.

PROMOTIONS

26.4. Any employee receiving a promotion shall receive a wage increase of at least five percent (5%) within the salary range for the new class.

WAGES

26.5. The wage schedule is provided in Appendix B.

26.6 Effective the pay period containing October 1, 2022, the County will increase all base wage ranges and rates for classifications represented by the Association by six percent (6%) of base wage rates in effect on August 31, 2022.

Effective the pay period containing October 1, 2023, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2023.

Effective the pay period containing October 1, 2024, the County will increase all base wage ranges and rates for classifications represented by the Association by three percent (3%) of base wage rates in effect on August 31, 2024.

26.7 The dating and issuing of payroll warrants shall be bi-weekly.

26.8 Vacation leave and sick leave shall be set forth bi-weekly on each employee's payroll warrant.

26.9 Subject to other applicable provisions of this Agreement, every full-time Sergeant in a supervisory capacity designated in Appendix B who is employed during the entire pay-period shall be paid a bi-weekly salary equal to eighty (80) hours per pay period the hourly wage schedule range and step for such employee unless, during any such entire month of employment, he/she has had an unpaid leave of absence, or he/she has been suspended without pay, or unless, because of the lack of unused sick leave and/or annual leave, there are hours for which he/she does not receive full pay in accordance with the provisions above and instead receives only disability insurance benefits and/or worker's compensation temporary disability indemnity.

STEP ADVANCEMENTS

26.10. Step advancement shall be procedurally automatic, unless such step advancement is withheld from such employee in accordance with the provisions of Section 19 above.

26.11. Subject to the provisions listed above, an employee hired or promoted at Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first six (6) months of employment, if hired before the Board of Supervisors' adoption of the Parties' 2015-17 Memorandum of Understanding, or twelve (12) months employment as a regular employee in his/her regularly assigned class. If hired or promoted at Step A on or after the date of the Board of Supervisors' adoption of the 2015-17 Memorandum of Understanding, the regular employee shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes twelve (12) months of employment. If such employee completes his/her first six (6) or twelve (12) months of employment (whichever applies as provided above) as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for step advancement on that day. Thereafter, an employee hired or promoted at Step A shall be eligible for step advancement on the annual anniversary date of his/her first step advancement until such employee advances to Step E.

26.12. Subject to the provisions listed above, an employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the first calendar day of the month following the month in which such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class; provided, however, subject to the provisions listed above, that if such employee completes his/her first year of employment as a regular employee in his/her regularly assigned class on the first calendar day of the month, he/she shall be eligible for a step advancement on that day. Thereafter, an employee hired or promoted at any step higher than Step A shall be eligible for step advancement on the annual anniversary date of his/her first step advancement until such employee advances to Step E.

26.13. Extra-help employees shall not be eligible for step advancement.

26.14. A period of suspension pursuant to Section 19 shall not be deemed to cause a discontinuance in years of employment for the purpose of step advancement set forth in Section 26.10 above, but the period of suspension shall not be counted in the calculation of continuous employment for the purpose of calculating step advancement.

LONGEVITY INCREASES, SHIFT DIFFERENTIAL, EDUCATION AND POST INCENTIVES

26.15 Permanent employees shall receive longevity wage increases on their base pay when they have completed: five (5), ten (10), fifteen (15), and twenty (20) years of continuous years of regular and permanent County employment. At the completion of each of the benchmark years (i.e., 5, 10, 15, 20 years), the employee shall receive the salary increase enumerated below for the applicable level of completed years of service:

Completed Years of Service	Base Salary Adjustment
5	2.500*
10	5.063*
15	7.700*
20	10.390*

* These amounts do not “stack” or “combine”.

26.16 Special compensation shall be calculated on the combined rate of base pay PLUS longevity for employees eligible and so situated.

26.17 An employee assigned to work a swing shift will be paid an additional seventy-five cents (\$0.75) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works swing shift if his or her assigned work day commences at or after 3:00 p.m. but before 8:00 p.m. the same day.

26.18 An employee assigned to work a graveyard shift will be paid an additional one dollar fifty cents (\$1.50) per hour over their regular base rate of pay for working such shift. For purposes of this subsection, an employee works graveyard shift if his or her assigned work day commences at or after 8:00 p.m. but before 6:00 a.m. the following day.

26.19 If staff are called in early for their regular day shift or for a day shift special briefing, and absent such early call-in shift differential would not otherwise apply, shift differential as provided in 26.16 and 26.17 above will not apply to the early call-in or regular shift.

26.20 The Parties intend that the adoption and implementation of the shift differentials, set forth in subsections 26.16 and 26.17 above, will not alter, interfere with, or impede in any manner the Sheriff's right, at his discretion and without notice, to assign or reassign any employee on to or off of a shift to which shift differential applies as provided in subsections 26.16 and 26.17 above. The Parties agree such a reassignment and accompanying termination of the affected employee's receipt of shift differential is not and shall not be construed as punitive act within the meaning and for purposes of the California Peace Officers Bill of Rights (“POBOR” - Government Code 3300 et. seq.).

26.21 An employee who possesses an Associate Degree from or who has completed sixty (60) units credited by an accredited college or university will receive an hourly premium equal to two and one-half percent (2.5%) of his or her regular base rate of pay. An employee who possesses a Bachelor's Degree from an accredited college or university will receive an hourly premium equal to five percent (5%) of his or her regular base rate of pay. In either case, except as provided in subsection 26.23 below, such pay shall take effect on the first day of the month following the month in which the employee submits to the Human Resources Director valid documentation of having met the foregoing applicable requirement.

26.22 The County will pay an employee who qualifies for, is awarded and possesses a valid Peace Officer Standards and Training ("POST") Supervisory certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.23 The County will pay an employee who qualifies for, is awarded and possesses a valid Peace Officer Standards and Training ("POST") Management certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.23 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.24 The County will pay an employee who qualifies for, is awarded and possesses a valid Standards and Training for Corrections ("STC") Supervisory certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.25 The County will pay an employee who qualifies for, is awarded and possesses a valid Standards and Training for Corrections ("STC") Management certificate an additional two and one-half percent (2.5%) of the employee's base wage rate. Except as provided in subsection 26.26 below, such compensation will take effect on the first day of the first pay period commencing on or after the date the employee submits to the County Auditor and Sheriff documentation that he or she has met the foregoing requirements. Such documentation shall be provided in the form required by the Sheriff and Auditor.

26.26 In no event will an employee receive an hourly premium greater than five percent (5%) of his or her regular rate of pay under subsections 26.20 through 26.25 (i.e., the premiums do not stack).

EDUCATIONAL COST REIMBURSEMENT

26.27 Employees within this Unit shall receive an educational incentive of up to two-thousand, five-hundred dollars (\$2,500.00) per year cost reimbursement for successfully completed college-level courses approved by the Sheriff, the District Attorney, and/or the Chief Probation Officer.

SECTION 27 RECOMMENCEMENT OF NEGOTIATIONS

Either the Association, 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 negotiation not earlier than June 1, 2025, and not later than August 1, 2025.

27.1. In the event that either the Association, or the County, elects to reopen negotiations in accordance with the provisions herein, their negotiations shall commence not later than August 1, 2025, provided, however, that neither the Association, 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, 2025.

SECTION 28 TERM, WITNESS, AND SIGNATORS

28.1 Except as otherwise provided herein, the provisions of this Agreement shall become effective on the date it is adopted by the Board of Supervisors and signed by its Chair, Sheriff, District Attorney, and Chief Probation Officer, and shall remain in effect through September 30, 2025. Thereafter, the provisions of this Agreement shall remain in effect year by year unless either the County or the Association notifies the other no later than August 1, 2025, or within sixty (60) days of its expiration in later years if renewed automatically, of its request to modify, amend, or terminate this Agreement.

28.2 In witness whereof, this Agreement was ratified by a membership vote of the Association on _____, 2023.

28.3 In witness whereof, this Agreement was ratified by a vote of the Board of Supervisors on _____, 2023, by Resolution No. _____.

County of Amador, California:

By: _____
Jeff Brown, Chair, Board of Supervisors

By: _____
Gary Redman, Sheriff-Coroner

By: _____
Todd Riebe, District Attorney

Sheriff's Office Mid-Management Association:

By: _____
Jason Navarre, President

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 variants.

401 (a) and 457 Plans. Tax advantaged retirement savings plans subject to Internal Revenue Codes.

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.

Americans With Disabilities Act (ADA). A federal law passed in 1990 which makes it unlawful to discriminate in employment against people with disabilities. The Act defines disability and requires employers to "reasonably accommodate" both the mentally and physically disabled. The enforcement agency and procedures and penalties for violations are the same as those in Title VII of the Civil Rights Act of 1964.

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

Annuitant. CalPERS retiree who, without applying for Reinstatement From Retirement, returns to work with a CalPERS employer in a designated retired annuitant position.

Appraiser. One that estimates status, potential, or excellence.

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.

Benchmark. A standard job to which other jobs can be compared as being above, below, or comparable. A benchmark job frequently refers to a job or group of jobs used for making pay comparisons in salary surveys, either within the organization or to comparable jobs outside the organization.

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

Contract. An Agreement between two or more persons or entities which creates an obligation explained in the agreement. Contracts are the body of law governing the agreement process in business.

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

Cost-of-Living Adjustment (COLA). A change in rate of pay (usually an increase) resulting from changes in economic statistics, usually Bureau of Labor Standards cost-of-living index. Performance is not taken into account when considering pay changes to adjust for the cost of living.

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.

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 maximum 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.

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.

Disciplinary Action. A negative personnel action taken by an employer or supervisor in response to an employee’s actions which fail to meet standards.

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.

Diversity. The characteristics of a workforce encompassing people from different countries, cultures, ages, socio-economic strata, genders, ancestries, and sexual orientation.

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 with the approval of the Board of Supervisors and who has assumed the tasks of a position.

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, procedures, 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, unions, and community organizations to promote equal employment opportunities.

Ergonomics. The science of how the design of jobs, facilities, furniture, and equipment impact productivity and health.

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.

Extra-help Employee. An employee limited to working less than 1,000 hours per fiscal year in a temporary, seasonal, on-call, part-time, or other capacity. Extra-help employees do not receive vacation, holiday pay, health benefits, PERS benefits, longevity pay, POST certificate incentives, hazardous duty pay, or other benefits, incentives, and conditions of employment specifically provided for regular full-time or regular part-time employees except those mandated by state or federal law. Extra-help employees may be hired at Step A, B, or C, but at no higher step, and shall not advance from the step at which they are hired. Extra-help employees do not have a probationary period or achieve permanent status.

Fair Labor Standards Act (FLSA). A federal law, enacted in 1938 and subsequently amended, which governs minimum wage, overtime pay, equal pay for people in the same type of jobs and child labor. The law also has extensive record-keeping requirements.

Family Definitions:

Immediate Family. Employee's parent, child, spouse/registered domestic partner and child of domestic partner.

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

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.

Full-time. Employees scheduled to work over half the minimum number of hours per week (usually 40 hours).

Grievance. A complaint made by an employee expressing dissatisfaction or a feeling of personal injustice relating to his or her employment relationship.

Grievance Procedure. A mechanism of expressing dissatisfaction to management.

Handicapped 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, or advancing in employment.

Illness. An unhealthy condition of the body or mind.

Incumbent. A person currently occupying a particular position.

Independent Contractor. A person hired to perform certain duties for a specific price and term. Generally, the person sets the hours of work, determines the methods of implementing the task, supplies his or her own "tools", and offers his or her services to other entities. The employer may not retain the right to direct how the independent contractor performs his/her duties.

Injury. The result of an act that damages or hurts.

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.

Journey Level. This is the highest, experienced working level class in most series. Many positions in various occupational groups are allocated to this level. Work performance requires the ability to make independent decisions and perform assignments without extensive supervision. Positions allocated to this level require previous knowledge and work experience in the assigned work area. Sometimes a journey level is identified by requiring that an incumbent possess a generally recognized certificate or license for the occupational area.

Knowledge, Skills, and Abilities. Common job specifications. **Knowledge** refers to acquired information necessary to do the job (for example, knowledge of basic math is necessary for an accountant to perform his or her job). **Skills** refers to acquired measurable behaviors, such as the ability to use a 10-key calculator. **Abilities** refers to the natural talents necessary for the job, such as the strength to lift 200 pounds.

Lateral Transfer. Transfer from a job classification to another of approximately equal level of duties and responsibilities in another department, implemented either at the request of the employee and/or the Union or the County, upon mutual agreement of all parties.

Lay-Off. Employer-required call-off of employees due to lack of work. Layoffs can be either temporary or permanent.

Lead worker. This classification is characterized by a combination of job assignments. Incumbents perform the full range of journey or specialist job assignments, while also providing some work direction, training, and coordination for other workers. While some work direction responsibilities are exercised, the emphasis of a position is still on performing regular work assignments. In most cases, there is only one lead worker in each division or department, depending upon the number of employees in that division or department.

Leave of Absence. Approved absence from duty, either with or without pay, authorized in accordance with the provisions of this Agreement. Paid leave of absence, for purposes of this Agreement, shall also include any period of eligibility for workers' compensation, temporary disability indemnity payments in accordance with the provisions of state, or federal law, or any period of eligibility for disability insurance payments.

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.

Limited Term Employee. The limited term employee shall be entitled to all compensation and benefits accruing to regular employees except for seniority and accompanying bumping rights. A limited term employee is used when the County desires to fill a vacancy caused by another employee's long term illness, to have performed duties according to a grant of limited duration, when funding from a specific source may be of limited duration, or when an employee with specific training and skills is needed for a limited time. The limited term employee's employment shall terminate when the occurrence or condition on which the original appointment was based terminates. The County shall then lay off the limited term employee who shall have no bumping rights and shall have no right to grieve or appeal the layoff decision.

Management 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 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.

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.

Non-Exempt. A term used to describe employees who are subject to the minimum wage and overtime standards of the Fair Labor Standards Act, are paid for hours worked, and who must be paid one-and-half times their regular rate of pay for excess hours worked.

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.

Overtime. Time worked under assignment or consent by the County in excess of the workday or workweek or of the work period established in lieu of a forty (40) hour workweek, or time worked under assignment by the County during a standby period.

Part-Time. Employees scheduled to work less than a full-time work schedule (typically 40 hours per week).

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 evaluation 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.

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.

Pregnancy Discrimination Act. A 1978 amendment to Title VII of the Civil Rights Act which prohibits sex discrimination based on pregnancy, child birth, or related medical conditions.

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 evaluate 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. An 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 class with a higher designated range of the class from which such employee was promoted.

Psychologist. A licensed psychologist with a doctoral degree in psychology and who either has at least two (2) years of clinical experience in a recognized health setting, or has met the standards of the National Register of Health Service Providers in Psychology. When treatment or evaluation for an illness or injury is provided by a psychologist, the County may require appropriate medical collaboration.

Qualified Handicapped Individual. Under the Rehabilitation Act of 1973, this term refers to a handicapped individual who is capable of performing a particular job with reasonable accommodation to his/her handicap.

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

Reasonable Accommodation. Changes in the job, the work place and/or terms or conditions of employment which will enable an individual to perform a particular job successfully. Reasonable accommodations are required for religious beliefs and for disabilities.

Reclassification. A change in classification of a position which change is not based on the merit of the individual employee or employees affected but is intended to obtain a more appropriate classification of the position.

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

Regular Full-time Employee. An employee occupying a full-time position on a full-time basis (approximately 2080 hours per year).

Regular Part-time Employee. An employee occupying a regular part-time position which is scheduled for work 20 or more hours per week on a year-round basis.

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

Seniority. Status determined by the length of time an employee has worked for the County.

Class Seniority is time spent working within a single classification.

Departmental Seniority is time spent working within a single department.

Class Series Seniority is time spent by an employee within a classification series.

Accumulated Class Seniority means all consecutive time in one (1) occupational series, together with prior consecutive time in a different occupational series within the same department or agency, provided that the employee meets all the current requirements of the position in the second occupational series.

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), or sick 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.

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

Specialist Level. Classes at this level are distinguished by such unique job assignments that require extra specialized background, job knowledge, and work experience. In most cases, incumbents will have detailed knowledge of a department's programs, procedures, and policies. In technical and professional occupational groups, special certificates and/or licenses will often be required.

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 (including overtime, if applicable) 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.

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.

Title. The name given to a class.

Transfer. A change to another position or class.

Undue Hardship. A term often used in discrimination laws as to why employees are unable to make reasonable accommodations for members of protected classes. An undue hardship is defined under the Americans With Disabilities Act (ADA) as an action requiring significant difficulty or expense. Factors courts will consider in deciding whether reasonable accommodation would cause an undue hardship include; the cost of the accommodation, the employer's financial resources, and the type of business operation.

Vesting. A benefit plan provision that a participant will, after meeting certain requirements, retain a right to the benefits he or she has accrued (or some portion of them) and that the money will not be forfeited for any reason. Employee contributions are always fully vested. The Employee Retirement Income Security Act of 1974 (ERISA) specifies standards for vesting of employer contributions, and the Tax Reform Act of 1986 makes these even more stringent.

Workers' 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
SHERIFF'S OFFICE MID-MANAGEMENT
CLASSIFICATIONS AND WAGES
6% Wage Increase

Effective 9/18/2022 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
5512	Captain	59.70	62.68	65.82	69.11	72.57	E
3880	Correctional Lieutenant	43.38	45.55	47.83	50.22	52.73	E
5513	D A Investigator, Chief (Advanced)	59.71	62.70	65.83	69.12	72.58	E
5226	D A Investigator, Supervising	56.84	59.68	62.67	65.80	69.09	E
4680	Chief Deputy Probation Officer*	51.38	53.95	56.65	59.48	62.45	E
5227	Lieutenant	56.85	59.69	62.68	65.81	69.10	E
3811	Sheriff's Sergeant (Intermediate)	42.69	44.82	47.07	49.42	51.89	C
4028	Sheriff's Sergeant (Advanced)	44.86	47.10	49.46	51.93	54.53	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA)</u> . The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.							
<u>Under FLSA column</u>							
C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

APPENDIX B
SHERIFF'S OFFICE MID-MANAGEMENT
CLASSIFICATIONS AND WAGES

3% Wage Increase

Effective 10/1/2023 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
5692	Captain	61.50	64.57	67.80	71.19	74.75	E
4010	Correctional Lieutenant	44.68	46.91	49.26	51.72	54.31	E
5692	D A Investigator, Chief (Advanced)	61.50	64.57	67.80	71.19	74.75	E
5397	D A Investigator, Supervising	58.55	61.48	64.55	67.78	71.17	E
4834	Chief Deputy Probation Officer*	52.92	55.57	58.34	61.26	64.32	E
5398	Lieutenant	58.56	61.49	64.56	67.79	71.18	E
3939	Sheriff's Sergeant (Intermediate)	43.97	46.17	48.48	50.90	53.45	C
4162	Sheriff's Sergeant (Advanced)	46.20	48.51	50.94	53.48	56.16	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA)</u> . The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.							
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SHERIFF'S OFFICE MID-MANAGEMENT
CLASSIFICATIONS AND WAGES

3% Wage Increase

Effective 10/1/2024 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
5876	Captain	63.34	66.51	69.83	73.32	76.99	E
4144	Correctional Lieutenant	46.02	48.32	50.74	53.27	55.94	E
5876	D A Investigator, Chief (Advanced)	63.34	66.51	69.83	73.32	76.99	E
5572	D A Investigator, Supervising	60.30	63.31	66.48	69.80	73.30	E
4993	Chief Deputy Probation Officer*	54.51	57.24	60.10	63.10	66.26	E
5573	Lieutenant	60.31	63.33	66.49	69.82	73.31	E
4071	Sheriff's Sergeant (Intermediate)	45.29	47.55	49.93	52.43	55.05	C
4301	Sheriff's Sergeant (Advanced)	47.59	49.97	52.47	55.09	57.85	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
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CLASSIFICATIONS AND WAGES
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No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA)</u> . The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.							
<u>Under FLSA column</u>							
C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

APPENDIX B
SHERIFF'S OFFICE MID-MANAGEMENT
CLASSIFICATIONS AND WAGES
3% Wage Increase

Effective 10/1/2024 (amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
5876	Captain	63.34	66.51	69.83	73.32	76.99	E
4144	Correctional Lieutenant	46.02	48.32	50.74	53.27	55.94	E
5876	D A Investigator, Chief (Advanced)	63.34	66.51	69.83	73.32	76.99	E
5572	D A Investigator, Supervising	60.30	63.31	66.48	69.80	73.30	E
4993	Chief Deputy Probation Officer*	54.51	57.24	60.10	63.10	66.26	E
5573	Lieutenant	60.31	63.33	66.49	69.82	73.31	E
4071	Sheriff's Sergeant (Intermediate)	45.29	47.55	49.93	52.43	55.05	C
4301	Sheriff's Sergeant (Advanced)	47.59	49.97	52.47	55.09	57.85	C
No Holiday will be advanced to the following positions:							
Captain							
Correctional Lieutenant							
D A Investigator, Chief (Advanced)							
D A investigator, Supervising							
Chief Deputy Probation Officer							
Lieutenant							
<u>Fair Labor Standards Act (FLSA)</u> . The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.							
<u>Under FLSA column</u>							
C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.							
*8/16/2017 Pay and title change for this position. Previously Deputy Chief Probation Officer							

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Social Services Department – request to fill vacant Administrative Assistant I/II position

Recommendation:

Approve the request to recruit and hire an Administrative Assistant I/II.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Social Services

ATTACHMENTS

- [Memo Social Services Admin Asst.doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: January 27, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Social Services Department – Administrative Assistant I/II

The Social Services Director has requested to recruit and hire an Administrative Assistant I/II position. This will be replacing an Administrative Assistant II who recently resigned for another County position. The pay range for the Administrative Assistant I is 1122, Step A \$15.80 - Step E \$19.20 and the pay range for the Administrative Assistant II is 1278, Step A \$17.36 - Step E \$21.10. There is adequate funding for this position and will not require any county general funds.

Certain County positions like the Administrative Assistant I/II within the Department of Social Services are required by State law to be covered by the Merit System Personnel Standards of the State Personnel Board set forth in Title 2, Division 5 of the California Code of Regulations. If the Board does not approve the request to recruit and fill the Administrative Assistant I/II Position, the department who is already experiencing a staffing shortage, may be unable to continue to provide timely and efficient services to their internal and external clients.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Social Services Department – request to fill vacant Social Worker I/II position

Recommendation:

Approve the request to recruit and hire a Social Worker I/II position.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Social Services

ATTACHMENTS

- [Memo Social Services SW I-II.doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

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810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: January 27, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Social Services Department – Social Worker I/II

The Social Services Director has requested to recruit and hire a Social Worker I/II position. This will be replacing a Social Worker I/II who recently resigned. The pay range for the Social Worker I is 2002, Step A \$24.60 - Step E \$29.90 and the pay range for Social Worker II is 2252, Step A \$27.10 - Step E \$32.94. There is adequate funding for this position and will not require any county general funds.

Certain County positions like the Social Worker I/II within the Department of Social Services are required by State law to be covered by the Merit System Personnel Standards of the State Personnel Board set forth in Title 2, Division 5 of the California Code of Regulations. If the Board does not approve the request to recruit and fill the Social Worker I/II Position, the department who is already experiencing a staffing shortage, may be unable to continue to provide timely and efficient services to their internal and external clients.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Social Services Department – request to fill vacant Social Worker Supervisor I

Recommendation:

Please approve the request to recruit and hire a Social Worker Supervisor I position.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Social Services

ATTACHMENTS

- [Memo Social Worker Supervisor I.doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: January 27, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Social Services Department – Social Worker Supervisor I

The Social Services Director has requested to recruit and hire a Social Worker Supervisor I position. This will be replacing a Social Worker Supervisor I who promoted within Social Services. The pay range for the Social Worker Supervisor I is 2693, Step A \$31.51 - Step E \$38.30. There is adequate funding for this position and will not require any county general funds.

Certain County positions like the Social Worker Supervisor I within the Department of Social Services are required by State law to be covered by the Merit System Personnel Standards of the State Personnel Board set forth in Title 2, Division 5 of the California Code of Regulations.

If the Board does not approve the request to recruit and fill the Social Worker Supervisor I position, the department who is already experiencing a staffing shortage, may be unable to continue to provide timely and efficient services to their internal and external clients.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Changes to the staffing at the District Attorney's Office. Staff is being reclassified and shifted between the Insurance Fraud program, Mule Creek Prison cases, and the Victim/Witness program. The net effect on the General Fund is zero.

Recommendation:

Please approve the District Attorney's request to reorganize positions within his department.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, District Attorney and Human Resources

ATTACHMENTS

- [Memo DA Reorg Positions.doc](#)
- [DA BOS 2-14-23 Memo.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: January 27, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
District Attorney's Reorganization of Positions

The District Attorney has requested to add a full-time Legal Secretary I/II position and change the currently budgeted full-time Senior Administrative Assistant position to either a part-time (benefited) or Extra-help (unbenefited) Senior Administrative Assistant. The full-time Legal Secretary would be assisting with the Insurance Fraud Grand and Mule Creek State Prison cases and the part-time/Extra-help Senior Administrative Assistant will assist Victim Witness with the "Behind Closed Doors" program.

Please see the memo from Todd Riebe, District Attorney for more details.

If the Board does not approve the District Attorney's request the department will not be able to provide the staffing needed to support both programs.

Todd D. Riebe
District Attorney



Criminal Division (209) 223-6444
FAX (209) 223-6304
Investigations (209) 223-6444
Victim Witness (209) 223-6474

MEMORANDUM

TO: Board of Supervisors, Consent Agenda

FROM: Todd D. Riebe, District Attorney *TDR*

DATE: January 25, 2023

RE: Reorganization of Positions: Full-Time Legal Secretary and Part-Time/Extra Help Administrative Assistant

The District Attorney's Office is requesting approval to reorganize existing positions in our office in order to create a full-time Legal Secretary I/II position, as well as change the currently budgeted full-time Administrative Assistant position to a part-time or Extra Help Administrative Assistant position to assist Victim-Witness. These positions will not increase the General Fund contribution, as detailed below.

The Legal Secretary I/II position would be funded by Sherry Anderson's (former) position as an Administrative Assistant, which is budgeted 75% District Attorney currently. We would eliminate that position and use the funds towards changing the current part-time Legal Secretary position to a full-time Legal Secretary I/II. We would increase the revenue line from Prison billing to make up any difference between the two positions. The part-time Legal Secretary position would then be eliminated. The full-time Legal Secretary I-II position would be assigned to the Insurance Fraud grant, Mule Creek State Prison cases, and other duties as needed.

We would change the current 25% Operation Care XC Grant-funded full-time position of Administrative Assistant to an extra help position or a part-time position. This position can be used to work on the "Behind Closed Doors" program and field calls and public visits.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Change to the current Public Health Nurse job description

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Human Resources and Public Health

ATTACHMENTS

- [Memo Public Health Nurse Supervisor.doc](#)
- [Public Health Nurse Supervisor 5-05 Revised.pdf](#)
- [Public Health Nurse Supervisor 5-05 Accepted Revisions.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: February 2, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Public Health Nurse Supervisor Job Description

The Public Health Director has requested to revise the current Public Health Nurse Supervisor job description. Please note the changes are shown in red on the revised job description.

If the Board does not approve the Director's request to revise the Public Health Nurse Supervisor job description, it will not reflect the current job duties and expectations .

PUBLIC HEALTH NURSE SUPERVISOR

DEFINITION

This position will work with Public Health staff and the community to address healthcare needs in Amador County. This position will also provide program oversight and direct supervision of staff for several Public Health programs. Under direction, of the department director, they may be required ~~to~~ perform public health nursing duties in assigned programs, projects, field nursing and/or specialized public health program or training; to exercise technical and functional supervision over professional, medical record and clerical staff; to oversee one or more special programs within the Health Department; ~~to carry a patient caseload when necessary;~~ and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is a supervisory class in the Public Health Nurse series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, amount of time spent performing the duties, and by the nature of the public contact made. Independent judgment is also required in the performance of duties. Work may require the development of recommendations consistent with directives, policies and regulations. The incumbent provides leadership and supervision to program support staff and nurses that includes instruction, training, making assignments, reviewing and evaluation of work. ~~This position oversees one or more specialized public health programs. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.~~

REPORTS TO

Director of Public Health ~~Nursing~~

CLASSIFICATIONS DIRECTLY SUPERVISED

Public Health Nurses, Registered Nurses, Health Education Assistants, Support Staff in categorical programs and contractual employees for the purpose of meeting State and Federal program requirements.

EXAMPLES OF DUTIES

Trains, assigns and leads subordinate staff in public health nursing activities, including specific program assignments; plans, organizes and provides health services, including: epidemiological investigation, control of communicable and chronic diseases, case finding;

PUBLIC HEALTH NURSE SUPERVISOR - 2

~~education, referral, and follow-up of persons at high risk of complication through pregnancy, child rearing, infancy, and childhood and other high risk conditions; supervises and participates in various clinics by referring and advising for further medical care under established policies and protocols; identifies and evaluates health needs of individual and special population groups, such as, women and children, culturally, economically or geographically disadvantaged and those choosing alternative life styles; represents the Health Department in various community groups and provides information regarding services and policies, as well as, instructional information about disease prevention, health promotion, treatment maintenance and rehabilitation; initiates, implements and evaluates projects or programs; assigns case assignments to staff; assists in preparation of grant proposals; knows and understands all aspects of the job on a continuous basis; observes and problem solves relative to operational and technical policy procedures; coordinates with other departments within the Health and Human Service Agency, as well as with private, public and voluntary health and social service agencies/providers in the community; participates in interagency conferences as needed; coordinates, supervises and manages categorical programs; participate in TCM/MAA activities; and performs related duties as assigned.~~

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; administer injections; verbal communication; use of office equipment including computers, telephones, calculators, copiers, ~~and FAX.~~

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment or in private home setting; exposure to communicable diseases; continuous contact with staff and the public. ~~Incumbents may be required to drive in remote areas of the County in all weather conditions.~~

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of general nursing and public health

nursing.

- Federal, State and local laws governing the provision of public health services.
- Public health issues and problems.

~~PUBLIC HEALTH CARE NURSE SUPERVISOR -- 3~~

- ~~• Categorical policies and procedures~~
- ~~• Causes, means of transmission, and methods of control of communicable diseases, including STD, AIDS, and tuberculosis.~~
- ~~• Means of promoting child and maternal health and other public health programs.~~
- ~~• Sociological and cultural problems involved in public health nursing.~~
- ~~• Community resources and demography.~~
- ~~• Principles of public health education.~~
- ~~• State laws relating to reporting Child/Adult abuse.~~
- ~~• Reproductive physiology and child development.~~
- ~~• Principles and techniques of effective employee supervision, training and development~~

Ability to:

- ~~• Plan, organize, and supervise the functions and services of a public health nursing program.~~
- ~~• Develop, organize, analyze, and interpret statistical data.~~
- ~~• Provide supervision and training of staff.~~
- ~~• Review the work of staff and resolve problems.~~
- ~~• Effectively represent the Health Department in contacts with the public, community organizations, and other governmental agencies.~~
- ~~• Coordinate assigned activities with community organizations and other governmental agencies.~~
- ~~• Make oral presentations to local community groups and health care providers.~~
- ~~• Maintain confidentiality.~~

MINIMUM QUALIFICATIONS

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

Two (2) years_s of nursing experience ~~equivalent to Public Health Nurse II with Amador County.~~

Bachelor's degree in nursing and/or other field. Graduation from an accredited college or university ~~and completion of an approved public health nursing program.~~

Special Requirements: Possession of a valid license as a Registered Nurse in California and ~~a Certificate as a Public Health Nurse issued by the California State Board of Registered Nursing.~~

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

PUBLIC HEALTH NURSE SUPERVISOR

DEFINITION

This position will work with Public Health staff and the community to address healthcare needs in Amador County. This position will also provide program oversight and direct supervision of staff for several Public Health programs. Under direction of the department director, they may be required to perform public health nursing duties in assigned programs, projects, field nursing and/or specialized public health program or training; to exercise technical and functional supervision over professional, medical record and clerical staff; to oversee one or more special programs within the Health Department; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is a supervisory class in the Public Health Nurse series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, amount of time spent performing the duties, and by the nature of the public contact made. Independent judgment is also required in the performance of duties. Work may require the development of recommendations consistent with directives, policies and regulations. The incumbent provides leadership and supervision to program support staff and nurses that includes instruction, training, making assignments, reviewing and evaluation of work.

REPORTS TO

Director of Public Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Public Health Nurses, Registered Nurses, Health Education Assistants, Support Staff in categorical programs and contractual employees for the purpose of meeting State and Federal program requirements.

EXAMPLES OF DUTIES

Trains, assigns and leads subordinate staff in public health nursing activities, including specific program assignments; plans, organizes and provides health services, including: epidemiological investigation, control of communicable and chronic diseases, case finding;

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; administer injections; verbal communication; use of office equipment including computers, telephones, calculators, copiers.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment or in private home setting; exposure to communicable diseases; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of general nursing and public health nursing.
- Federal, State and local laws governing the provision of public health services.
- Public health issues and problems.

MINIMUM QUALIFICATIONS

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

Two (2) years of nursing experience

Bachelor's degree in nursing and/or other field. Graduation from an accredited college or university.

Special Requirements: Possession of a valid license as a Registered Nurse in California and

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

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: February 14, 2023

SUBJECT

Surveying Department-request to set the Public Hearing for a Certificate of Merger and public utility easement abandonment requested by Paul W. Leishman. The properties are located along Forrest Oak Road, Lot 222 and Lot 223 of Silver Lake Pines Unit No. 3. Assessor's Parcel No.'s 033-653-012 and 033-653-013.

Recommendation:

Please adopt the Resolution of Intention, set the hearing date, and send the notices

4/5 vote required:

No

Distribution Instructions:

Surveying-one copy of resolution

ATTACHMENTS

- [ROI Leishman Merger public hearing.doc](#)
- [ROI Leishman pue abandonment.doc](#)
- [059M068.pdf](#)
- [Leishman B_A.pdf](#)
- [Leishman Assessors Map Highlighted Parcels.pdf](#)

Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION OF INTENTION TO
SCHEDULE PUBLIC HEARING FOR
CERTIFICATE OF MERGER FOR
PAUL W. LEISHMAN

RESOLUTION NO.

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to conduct a public hearing for the Merger of Lots 222 and 223 of Silver Lake Pines Unit No. 3 for Paul W. Leishman; and

BE IT FURTHER RESOLVED that a public hearing to consider said merger will be held at the County Administration Center, 810 Court Street, Jackson, California, on February 28, 2023, at 10:30 A.M., or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 14th of February 2023, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County
California

Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION OF INTENTION TO
VACATE A PUBLIC UTILITY EASEMENT RESOLUTION NO.
FOR PAUL W. LEISHMAN

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to direct the County Surveyor to execute (vacate) by notice and conduct a public hearing for the abandonment of a public utility easement.

BE IT FURTHER RESOLVED that said vacation is proceeding pursuant to Chapter 4 (commencing with Article 2 Procedure [8335-8336]) of Part 3 of Division 9 of the Streets and Highway Code; and

BE IT FURTHER RESOLVED that a public hearing to consider said vacation will be held at the County Administration Center, 810 Court Street, Jackson, California, on February 28, 2023, at 10:30 A.M., or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 14th of February 2023, by the following vote:

AYES:
NOES:
ABSENT:

Chairperson, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County
California

RECORD of SURVEY BOUNDARY LINE ADJUSTMENT

for

**PAUL W. LEISHMAN
& SHIRLEY DILLON**

BEING A PORTION OF SECTIONS 22 & 23, T.7N., R.13E., M.D.M.
COUNTY OF AMADOR, STATE OF CALIFORNIA

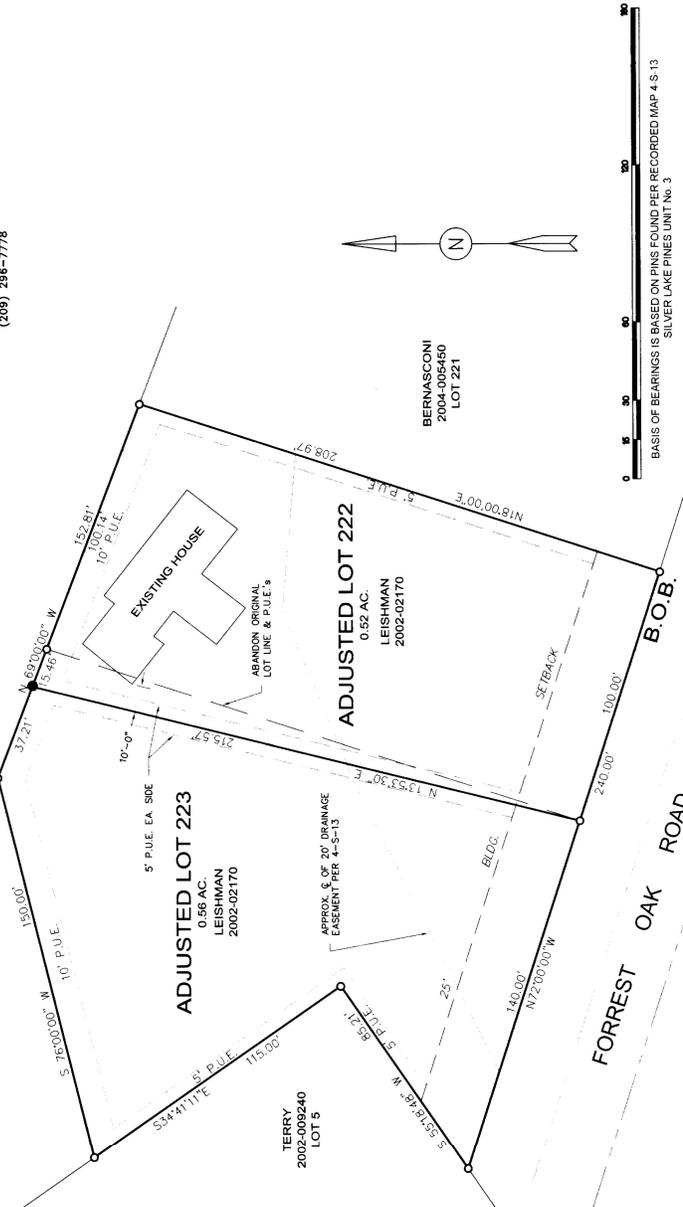
DEED REFERENCE 2002-02170

D.R. KETRON, P.E.
CIVIL & MINING ENGINEERING
P.O. BOX 12
VOLCANO, CA. 95689
(209) 296-7778

MARCH 2005

SCALE: 1"=30'

COUNTY OF AMADOR
PARCEL A



NOTES & LEGEND

- DENOTES - 5/8" REBAR TAGGED R.C.E. 25873 SET ON THIS SURVEY
- DENOTES - FOUND 1/2" IRON PIPE TAGGED L.S. 3570 PER RECORD DATA 4-S-13

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 7th DAY OF May, 2007.



George E. Allen
GEORGE E. ALLEN L.S. 4951
AMADOR COUNTY SURVEYOR
MY LICENSE EXPIRES 12/31/2007

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF PAUL LEISHMAN IN OCTOBER OF, 2006.



D.R. Ketron
D.R. KETRON, P.E. S-1-07
R.C.E. 25873
MY LICENSE EXPIRES 12/31/2007

COMPLIANCE CERTIFICATE

THIS BOUNDARY LINE ADJUSTMENT IS IN COMPLIANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE, AND ANY APPLICABLE ORDINANCE ENACTED PURSUANT THERETO.

THIS ADJUSTMENT MUST BE COMPLETED IN ALL ASPECTS BY THE 10th DAY OF MAY, 2007. THE EXCHANGE OF DEEDS OR COMPLIANCE CERTIFICATES MUST BE RECORDED BEFORE THE ABOVE DATE PER ORDINANCE No. 1445, CHAPTER 17/28 OF THE AMADOR COUNTY CODE.



George E. Allen
GEORGE E. ALLEN L.S. 4951
AMADOR COUNTY SURVEYOR
MY LICENSE EXPIRES 12/31/2007

OWNER'S STATEMENT

THE UNDERSIGNED BEING THE OWNERS OF THE PROPERTY DELINEATED HEREON, DO HEREBY CONSENT TO THE PREPARATION OF THIS MAP.

Paul W. Leishman
PAUL W. LEISHMAN
Shirley Dillon
SHIRLEY DILLON

RECORDER'S STATEMENT

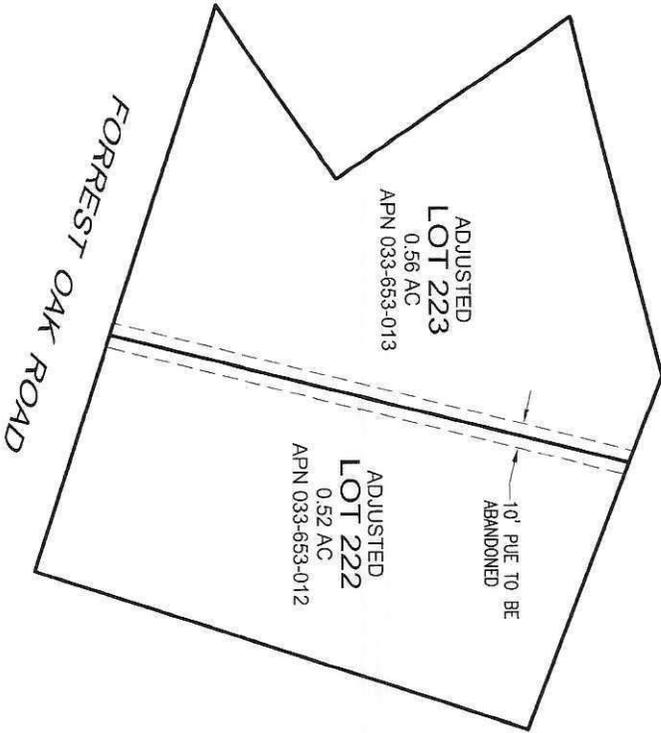
FILED THIS 18th DAY OF May, 2007 AT 4:51 P.M. IN BOOK 59 OF MAPS AND PLATS AT PAGE 68 AT THE REQUEST OF THE AMADOR COUNTY SURVEYOR.

\$10⁰⁰ pd. filed
FEE: 20070005770
INSTRUMENT No.

BY: *Sheldon D. Johnson*
SHELDON D. JOHNSON DEPUTY
AMADOR COUNTY RECORDER



Scale: 1" = 50'

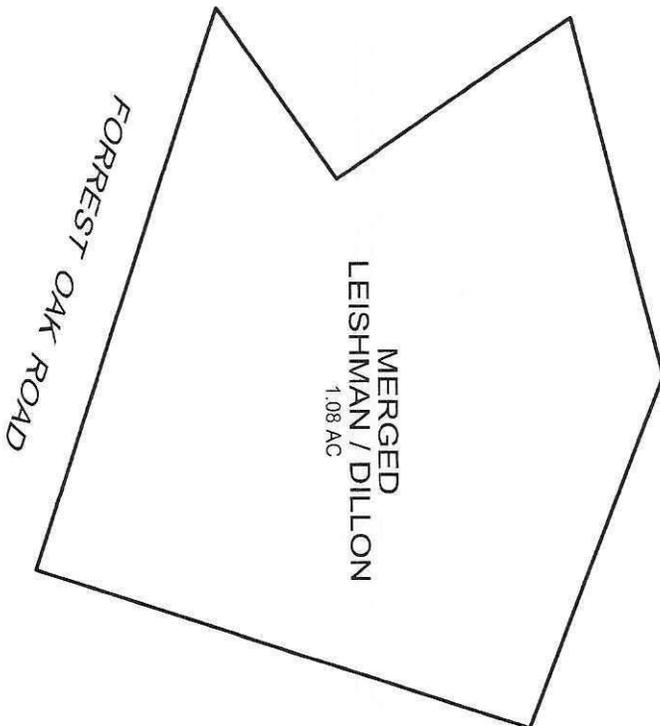


SILVER LAKE PINES UNIT No. 3

BEFORE



Scale: 1" = 50'



SILVER LAKE PINES UNIT No. 3

AFTER

EXHIBIT MAP
LEISHMAN / DILLON
PROPOSED MERGER

PORTION OF THE NE 1/4 SECTION 22, T. 7 N., R. 13 E., M. D. M.
AMADOR COUNTY, CALIFORNIA



TOMA & ASSOCIATES INC.

ENGINEERING - SURVEYING - PLANNING
41 Summit Street, Jackson, CA 95642
(209) 223-0156

DATE: 11.28.2022
SCALE: 1" = 50'
DRAWN BY: GMM
JOB NO.: 2209-14
SHEET
1
OF 1 SHEET

POR. SEC'S 22 & 23, T.7N, R13E, M.D.B.&M.

Tax Area Code 52-009

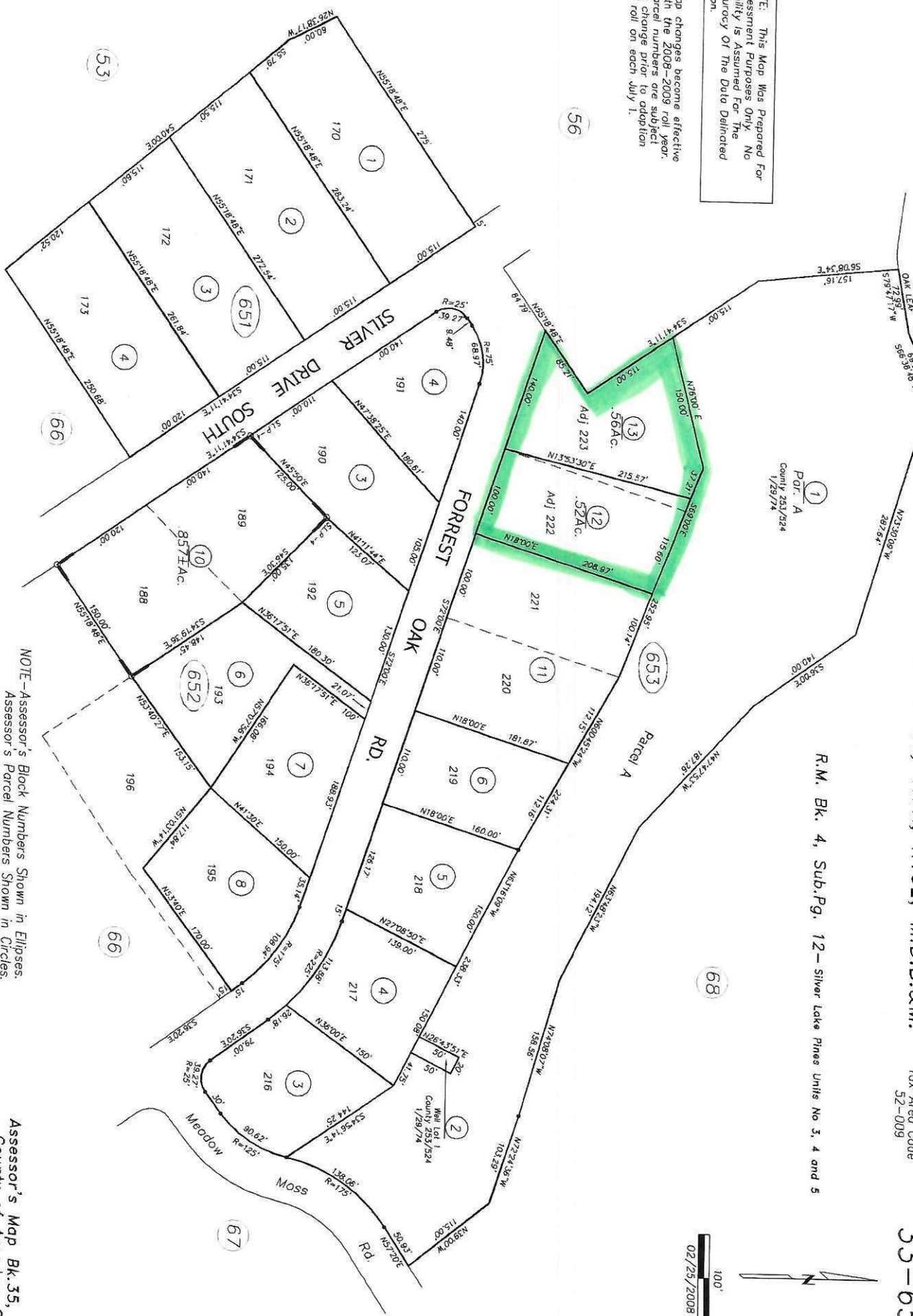
33-65

R.M. Bk. 4, Sub.Pg. 12-Silver Lake Pines Units No 3, 4 and 5



NOTE: This Map Was Prepared For Assessment Purposes Only. No Liability Is Assumed For The Accuracy Of The Data Delimited Hereon.

Map changes become effective with the 2008-2009 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.



NOTE-Assessor's Black Numbers Shown in Ellipses. Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk.35, Pg.65
County of Amador, Calif.

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Public Health - Reclassification of Outreach Technician to an Outreach Specialist

Recommendation:

Approve the request to change the Outreach Technician to an Outreach Specialist.

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo Public Health Position Change.doc](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: January 27, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Public Health Department Position Change

The Public Health Director has requested to change the Outreach Technician position Range 1801 Step A \$22.59 - Step E \$27.46 to an Outreach Specialist position Range 2026 Step A - \$24.84 Step E \$30.19 . This will allow the position to serve as the coordinator for the TRAC program. The position will be planning/leading and running the program with minimal oversight. Once approved, the current Administrative Technician will be reclassified to the Outreach Specialist.

If the Board does not approve the Director's request change the position from an Outreach Technician to an Outreach Specialist it will affect the department's ability to successfully run the TRAC program.

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: February 14, 2023

SUBJECT

Consulting Services Agreement, Slope Repairs on Sutter Creek Road (PM 8.0 to 9.5) and Pioneer Volcano Road (PM 1.44), First Amendment to Consultant Services Agreement with Yeh and Associates, Inc.

Recommendation:

Approve and execute First Amendment to Consultant Services Agreement with Yeh and Associates, Inc.

4/5 vote required:

Yes

Distribution Instructions:

Public Works

ATTACHMENTS

- [BOS Memo Yeh First Amendment.pdf](#)
- [220-313 Yeh POP Extension for Sutter Crk-Pioneer Rd.pdf](#)
- [Yeh First Amendment.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Richard Vela, Public Works Director 

DATE: February 14, 2023

SUBJECT: Consulting Services Agreement, Slope Repairs on Sutter Creek Road (PM 8.0 to 9.5) and Pioneer Volcano Road (PM 1.44), First Amendment to Consultant Services Agreement with Yeh and Associates, Inc.

CONTACT: Richard Vela (223-6457)

Overview

Yeh and Associates, Inc. is providing geotechnical services for the design of slope repairs on Sutter Creek Road and Pioneer Volcano Road under our Consulting Services Agreement with Amador County entered into January 26, 2021. The agreement was for services performed for a period ending on or around two (2) years from the date of the executed agreement unless amended.

Yeh and Associates requests that the County extend the agreement an additional two years to continue with services for production of bid documents, revised engineer estimates, and design consultation.

Requested Actions:

Approve and execute First Amendment to Consultant Services Agreement with Yeh and Associates, Inc.

Fiscal Impact

The current contract amount is \$125,000. This amendment is for time extension only. No cost increase or additional funds are required for this amendment, however, Yeh and Associates would like to replace their current Standard Fee Schedule rates with their 2023 fee schedule rates (attached). No change to the total contract amount is requested at this time.

Attachments:

Contract Extension Request Letter dated February 3, 2023

First Amendment to Consulting Services Agreement with Yeh and Associates, Inc.

February 3, 2023

Proposal No. 220-313

Amador County
Department of Transportation and Public Works
810 Court St 1st Floor, West Wing
Jackson, California 95642

Attn: Mr. Mark Hopkins

Subject: Consulting Services Agreement, Slope Repairs on Sutter Creek Road (PM 8.0 to 9.5) and Pioneer Volcano Road (PM 1.44), Amador County, California

Dear Mr. Hopkins:

Yeh and Associates, Inc. is providing geotechnical services for the design of slope repairs on Sutter Creek Road and Pioneer Volcano Road under our Consulting Services Agreement with Amador County entered into January 26, 2021. The agreement was for services performed for a period ending on or around two (2) years from the date of the executed agreement unless amended.

Yeh requests a) that the County extend the agreement an additional two years to continue with our services for production of bid documents, revised engineer estimates, and design consultation; and b) replace our Standard Fee Schedule rates included in the agreement with our current 2023 fee schedule (attached). No change to the total contract amount is requested at this time.

We appreciate the opportunity to be of service. Please contact Jon Blanchard at 805-481-9590 x1 or jblanchard@yeh-eng.com if you have any questions or require additional information.

Sincerely,
YEH AND ASSOCIATES, INC.


Jonathan Blanchard, GE2312
Geotechnical Engineer, Vice President

Fee Schedule (2023 CA)



**STANDARD FEE SCHEDULE
CALIFORNIA
EFFECTIVE JANUARY 2023**

Professional Services:

<u>Classification</u>	<u>Rate</u>
Principal	\$ 220/hr
Senior Project Manager, Engineer or Geologist	\$ 200/hr
Senior Project Specialist.....	\$ 195/hr
Project Manager, Associate Engineer or Associate Geologist	\$ 180/hr
Senior Project Engineer or Geologist	\$ 150/hr
Project Engineer or Geologist.....	\$ 135/hr
Senior Staff Engineer or Geologist	\$ 120/hr
Staff Engineer or Geologist.....	\$ 110/hr
Engineer or Geologist Intern	\$ 70/hr
Resident Construction Engineer.....	\$ 210/hr
Construction Manager	\$ 185/hr
Construction Observer.....	\$ 150/hr
Laboratory Supervisor.....	\$ 135/hr
CAD Designer.....	\$ 145/hr
Administrative Assistant	\$ 90/hr

Overtime rates for Construction Observation and Office Staff is 1.5 x rates shown.

Laboratory tests are quoted on separate schedule or cost-plus 10 percent for outside laboratory testing when applicable.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$350 per hour.

Rates do not include prevailing wages for field services. Prevailing wages will be determined on a project-by-project basis.

Other Direct Charges:

Subcontracted services, copying and rented equipment.....	Cost Plus 10%
Travel, subsistence, and expenses	Cost Plus 10%
Vehicle	\$ 80/day
Automobile Mileage	\$ 0.55/mile
Hand Auger Kit	\$ 100/day
Slope Inclinometer and readout	\$ 125/day

Colorado

California

**FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN
COUNTY OF AMADOR AND YEH AND ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN COUNTY OF AMADOR AND YEH AND ASSOCIATES, INC. (this "First Amendment") is made as of February 14, 2023 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and YEH AND ASSOCIATES, INC., a California corporation ("Consultant").

RECITALS

A. County and Consultant executed an agreement (the "Original Agreement") dated as of January 26, 2021 whereby Consultant agreed to provide professional consulting services upon request from County, upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the "Agreement."

B. County and Consultant desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Section 4 TERM; TERMINATION OF AGREEMENT is amended by changing the second sentence to read as follows:

"This Agreement shall end on January 26, 2025, unless extended by contract amendment."

2. Section 6 COMPENSATION TO CONSULTANT, sub-section 6.3 is amended by changing Attachment B current Standard Fee Schedule with 2023 Standard Fee Schedule.

3. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY:
COUNTY OF AMADOR

CONSULTANT:
YEH AND ASSOCIATES, INC.

BY: _____
Chairman, Board of Supervisors

BY: Jonathan Blanchard

Name: Jonathan Blanchard

Title: Vice President

Federal I.D. No.: 84-1498347

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

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF AMADOR

BY: _____

BY: _____

**STANDARD FEE SCHEDULE
CALIFORNIA
EFFECTIVE JANUARY 2023**

Professional Services:

<u>Classification</u>	<u>Rate</u>
Principal	\$ 220/hr
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Resident Construction Engineer.....	\$ 210/hr
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Overtime rates for Construction Observation and Office Staff is 1.5 x rates shown.

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Other Direct Charges:

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Hand Auger Kit	\$ 100/day
Slope Inclinator and readout	\$ 125/day

Colorado

Denver | Colorado Springs | Durango | Glenwood Springs | Grand Junction | Greeley

California

Grover Beach | Ventura

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Updated Consolidated Salary Schedule and updated Service Employees International Union Local 1021 Classification and Wage Plan reflecting an increase to the Registered Nurse Classification and/or the negotiated 6% wage increase for the Sheriff's Office Mid-Management Association.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, SEIU Representative and Human Resources

ATTACHMENTS

- [Memo-updated Consolidated Salary Schedule and updated SEIU Wage Plan.doc](#)
- [Consolidated Salaries 9.18.2022 amended 2.14.2023.pdf](#)
- [SEIU GENERAL UNIT 9.18.2022 Amended 2.14.2023.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: February 8, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Updated Consolidated Salary Schedule and updated Service Employees
International Union Local 1021 Classification and Wage Plan

The Consolidated Salary Schedule and/or the Service Employees International Union (SEIU) Local 1021 Classification and Wage Plan have been updated to reflect the following changes:

- Registered Nurse (RN) - increase the pay rate from Range 2789 Step A \$32.47 - Step E \$39.47 to Range 2939 Step A \$33.97 - Step E \$41.29. The salary survey completed showed the position was underpaid. This increase will support employee retention and future recruitments to be more competitive in the public sector job market. This is reflected on both the Consolidated Salary Schedule and SEIU Classification and Wage Plan.
- Sheriff's Office Mid-Management Association (SOMMA) - negotiated a 6% wage increase effective September 18, 2022 for classifications within their bargaining unit. This change is reflected on the Consolidated Salary Schedule only.

If the Board does not approve the updated Consolidated Salary Schedule and the updated SEIU Local 1021 Classification and Wage Plan, the RN will be underpaid and the SOMMA classifications will not accurately reflect their negotiated wage increases.



Bargaining Unit Title	Bargaining Unit Code
SEIU Local 1021	01
Sheriff's Office Association	02
CAO	03
Management	04
Elected	05
SEIU Local 1021-Professional	011
Deputy District Attorney	012
Deputy Sheriff's Association	021
Sheriff's Mid Management	022
Probation	025
Confidential	041
Mid Management	042

All pay is effective 9/18/2022 (amended 2/14/2023)

All classifications are paid hourly unless preceded by \$ sign or exempt.

These classification are paid based on an 80 hour bi-weekly pay schedule

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1955	01	4-H Program Coordinator	24.13	25.34	26.60	27.93	29.33	C
2307	01	Accountant I	27.65	29.03	30.48	32.01	33.61	C
2445	041	Accountant I - Confidential	29.03	30.48	32.01	33.61	35.29	C
2582	01	Accountant II	30.40	31.92	33.52	35.19	36.95	C
1122	01	Administrative Asst I	15.80	16.59	17.42	18.29	19.20	C
1278	01	Administrative Asst II	17.36	18.23	19.14	20.10	21.10	C
1452	01	Administrative Asst II-Translator	19.10	20.06	21.06	22.11	23.22	C
1452	01	Administrative Asst, Sr	19.10	20.06	21.06	22.11	23.22	C
2163	01	Administrative Legal Secretary	26.21	27.52	28.90	30.34	31.86	C
1813	01	Administrative Secretary	22.71	23.85	25.04	26.29	27.60	C
1953	01	Administrative Supervisor	24.11	25.32	26.58	27.91	29.31	C
2073	041	Administrative Supervisor (SO) - Confidential	25.31	26.58	27.90	29.30	30.76	C
2041	01	Administrative Technician	24.99	26.24	27.55	28.93	30.38	C
N/A	04	Agricultural Commissioner	\$54.48/hr					E
1840	01	Agriculture & Standards Insp I	22.98	24.13	25.34	26.60	27.93	C
2156	01	Agriculture & Standards Insp II	26.14	27.45	28.82	30.26	31.77	C
2550	01	Agriculture & Standards Insp III	30.08	31.58	33.16	34.82	36.56	C
1217	01	Agriculture Technician	16.75	17.59	18.47	19.39	20.36	C
1386	01	Agriculture Technician/GIS Asst	18.44	19.36	20.33	21.35	22.41	C
N/A	04	Air Pollution Control Officer	\$49.90/hr					E
2287	01	Air Pollution Inspector I	27.45	28.82	30.26	31.78	33.37	C
2701	01	Air Pollution Inspector II	31.59	33.17	34.83	36.57	38.40	C
2166	01	Air Pollution Technician	26.24	27.55	28.93	30.38	31.89	C
1122	01	Airport Assistant	15.80	16.59	17.42	18.29	19.20	C
3307	01	Airport Manager	37.65	39.53	41.51	43.58	45.76	E
1282	01	Animal Care Technician I	17.40	18.27	19.18	20.14	21.15	C
1594	01	Animal Care Technician II	20.52	21.55	22.62	23.75	24.94	C
N/A	042	Animal Control Director	46.10/hr					E
1405	01	Animal Control Office Coord	18.63	19.56	20.54	21.57	22.64	C
1405	01	Animal Control Officer I	18.63	19.56	20.54	21.57	22.64	C
1594	01	Animal Control Officer II	20.52	21.55	22.62	23.75	24.94	C
1902	01	Animal Control Officer III	23.60	24.78	26.02	27.32	28.69	C
2092	01	Appraiser I	25.50	26.78	28.11	29.52	31.00	C
2615	01	Appraiser II	30.73	32.27	33.88	35.57	37.35	C
1123	01	Archives Assistant	15.81	16.60	17.43	18.30	19.22	C
1725	01	Archivist	21.83	22.92	24.07	25.27	26.53	C
N/A	05	Assessor	\$68.15/hr					E
N/A	042	Assistant Assessor	45.91/hr					E
N/A	042	Assistant Auditor-Controller	\$51.97/hr					E
N/A	042	Assistant County Counsel	\$69.99/hr					E
2734	01	Assistant in Civil Engineering I	31.92	33.52	35.19	36.95	38.80	C
3053	01	Assistant in Civil Engineering II	35.11	36.87	38.71	40.64	42.68	C
3580	01	Associate Civil Engineer	40.38	42.40	44.52	46.74	49.08	E
N/A	05	Auditor	\$68.15/hr					E
2066	01	Auditor-Appraiser I	25.24	26.50	27.83	29.22	30.68	C
2615	01	Auditor-Appraiser II	30.73	32.27	33.88	35.57	37.35	C
1766	01	Behavioral Health Aide	22.24	23.35	24.52	25.75	27.03	C
2789	011	Behavioral Health Care Clinician I	32.47	34.09	35.80	37.59	39.47	**
3114	011	Behavioral Health Care Clinician II	35.72	37.51	39.38	41.35	43.42	**
3472	011	Behavioral Health Care Clinician III	39.30	41.27	43.33	45.49	47.77	**
1992	01	Behavioral Health Care Counselor I	24.50	25.73	27.01	28.36	29.78	C
2235	01	Behavioral Health Care Counselor II	26.93	28.28	29.69	31.17	32.73	C
2789	011	Behavioral Health Care Nurse I	32.47	34.09	35.80	37.59	39.47	**
3114	011	Behavioral Health Care Nurse II	35.72	37.51	39.38	41.35	43.42	**
3470	011	Behavioral Health Care Nurse III	39.28	41.24	43.31	45.47	47.75	**
2662	01	Behavioral Health Care Supv (A/D)	31.20	32.76	34.40	36.12	37.92	E
N/A	04	Behavioral Health Director	\$66.05/hr					E
2662	011	Behavioral Health Rehabilitation Specialist	31.20	32.76	34.40	36.12	37.92	E
3873	011	BHC Prog Mgr (Clinical Services)	43.31	45.48	47.75	50.14	52.64	E
3766	011	BHC Prog Mgr (Community Services)	42.24	44.35	46.57	48.90	51.34	E
2347	01	Bldg Code Compliance Ofc/CEA	28.05	29.45	30.93	32.47	34.09	C
N/A	05	Board Supervisor	\$34.91/hr					E
1934	01	Bridge & Sign Maint Spec	23.92	25.12	26.37	27.69	29.07	C
3705	041	Budget Analyst	41.63	43.71	45.90	48.19	50.60	E
N/A	042	Budget Director	\$57.93/hr					E
2196	01	Building Inspector I	26.54	27.87	29.26	30.72	32.26	C
2464	01	Building Inspector II	29.22	30.68	32.22	33.83	35.52	C

2755	01	Building Inspector III	32.13	33.74	35.42	37.19	39.05	C
3012	01	Building Inspector Supervisor	34.70	36.44	38.26	40.17	42.18	C
1664	01	Building Maint Worker I	21.22	22.28	23.40	24.56	25.79	C
1875	01	Building Maint Worker II	23.33	24.50	25.72	27.01	28.36	C
2109	01	Building Maint Worker III	25.67	26.95	28.30	29.72	31.20	C
1725	01	Cadastral Drafting Technician I	21.83	22.92	24.07	25.27	26.53	C
2031	01	Cadastral Drafting Technician II	24.89	26.13	27.44	28.81	30.25	C
5512	022	Captain	59.70	62.68	65.82	69.11	72.57	E
N/A	042	Chief Deputy Registrar of Voters	\$44.47/hr					E
N/A	042	Chief Building Official	\$60.32/hr					E
N/A	042	Chief Deputy Clerk/Recorder	\$44.47/hr					E
4680	022	Chief Deputy Probation Officer	51.38	53.95	56.65	59.48	62.45	E
N/A	042	Chief Deputy Treasurer/Tax Collector	\$40.15/hr					E
2577	041	Clerk Of the Board	\$30.35	31.87	33.46	35.13	36.89	C
N/A	05	Clerk-Recorder	\$68.15/hr					E
2625	01	Code Enforcement Officer	30.83	32.37	33.99	35.69	37.47	C
2439	01	Communications Systems Tech	28.97	30.42	31.94	33.54	35.21	C
2448	01	Community Development Senior Technician	29.06	30.51	32.04	33.64	35.32	C
1946	01	Community Development Technician I	24.04	25.24	26.50	27.83	29.22	C
2186	01	Community Development Technician II	26.44	27.76	29.15	30.61	32.14	C
2556	01	Compliance Officer	30.14	31.65	33.23	34.89	36.64	C
1852	01	Compliance Specialist	23.10	24.26	25.47	26.74	28.08	C
1992	01	Construction Worker	24.50	25.73	27.01	28.36	29.78	C
2235	01	Construction Worker, Sr	26.93	28.28	29.69	31.17	32.73	C
3354	021	Corporal	38.12	40.03	42.03	44.13	46.34	C
1397	02	Correction Assistant	18.55	19.48	20.45	21.47	22.55	C
2401	02	Correctional Corporal	28.59	30.02	31.52	33.10	34.75	C
3880	022	Correctional Lieutenant	43.38	45.55	47.83	50.22	52.73	E
2016	02	Correctional Officer I	24.74	25.98	27.28	28.64	30.07	C
2287	02	Correctional Officer II	27.45	28.82	30.26	31.78	33.37	C
2740	02	Correctional Sergeant	31.98	33.58	35.26	37.02	38.87	C
N/A	03	County Administrative Officer	\$94.27/hr					E
N/A	04	County Counsel	\$77.83/hr					E
N/A	04	County Librarian	\$52.06/hr					E
N/A	042	County Surveyor (Full-time)	\$48.94/hr					E
N/A	042	County Surveyor (Part-time)	\$48.94/hr					E
2719	021	Crime Analyst	31.77	33.36	35.03	36.78	38.62	C
2789	011	Crisis Services Coordinator	32.47	34.09	35.80	37.59	39.47	C
2633	011	Crisis Services Counselor	30.91	32.46	34.08	35.78	37.57	C
1102	01	Custodian I	15.60	16.38	17.20	18.06	18.96	C
1258	01	Custodian II	17.16	18.02	18.92	19.86	20.86	C
5513	022	D A Investigator, Chief (Advanced)	59.71	62.70	65.83	69.12	72.58	E
5226	022	D A Investigator, Supervising	56.84	59.68	62.67	65.80	69.09	E
3604	021	D.A. Investigator I (Advanced)	40.62	42.65	44.78	47.02	49.37	C
3230	021	D.A. Investigator I (Basic)	36.88	38.72	40.66	42.69	44.83	C
3413	021	D.A. Investigator I (Intermediate)	38.71	40.65	42.68	44.81	47.05	C
4028	021	D.A. Investigator II (Advanced)	44.86	47.10	49.46	51.93	54.53	C
3250	021	D.A. Investigator II (Basic)	37.08	38.93	40.88	42.92	45.07	C
3811	021	D.A. Investigator II (Intermediate)	42.69	44.82	47.07	49.42	51.89	C
3104	01	Dep Ag Com/Sealer of Wgt, Meas	35.62	37.40	39.27	41.23	43.30	C
4076	041	Dep County Counsel I	45.34	47.61	49.99	52.49	55.11	E
4530	041	Dep County Counsel II	49.88	52.37	54.99	57.74	60.63	E
5026	041	Dep County Counsel III	54.84	57.58	60.46	63.48	66.66	E
2069	01	DepPublic Cons/Guardian Admin I	25.27	26.53	27.86	29.25	30.72	C
1464	041	Deputy Board Clerk I	19.22	20.18	21.19	22.25	23.36	C
1658	041	Deputy Board Clerk II	21.16	22.22	23.33	24.50	25.72	C
1924	041	Deputy Board Clerk III	23.82	25.01	26.26	27.57	28.95	C
N/A	042	Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$49.92/hr					E
N/A	042	Deputy Director of Social Services (Finance/Facilities/Administration)	\$49.92/hr					E
N/A	042	Deputy Director of Social Services (Social Services Agency Programs)	\$50.56/hr					E
3584	012	Deputy District Attorney I	40.42	42.44	44.56	46.79	49.13	E
3981	012	Deputy District Attorney II	44.39	46.61	48.94	51.39	53.96	E
4432	012	Deputy District Attorney III	48.90	51.35	53.91	56.61	59.44	E
4912	012	Deputy District Attorney IV	53.70	56.38	59.20	62.16	65.27	E
2096	025	Deputy Probation Officer I	25.54	26.82	28.16	29.57	31.04	C
2631	025	Deputy Probation Officer II	30.89	32.43	34.06	35.76	37.55	C
3076	025	Deputy Probation Officer III	35.34	37.11	38.96	40.91	42.96	C
2448	01	Deputy Public Cons/Guardian Admin II	29.06	30.51	32.04	33.64	35.32	C
3041	021	Deputy Sheriff (Advanced)	34.99	36.74	38.58	40.51	42.53	C
2719	021	Deputy Sheriff (Basic)	31.77	33.36	35.03	36.78	38.62	C
2877	021	Deputy Sheriff (Intermediate)	33.35	35.02	36.77	38.61	40.54	C
2402	021	Deputy Sheriff-Trainee	28.60	30.03	31.53	33.11	34.76	C
3053	01	Deputy Surveyor/ Deputy Registrar of Voters	35.11	36.87	38.71	40.64	42.68	C
N/A	042	Director of Environmental Health	\$60.32/hr					E
N/A	04	Director of Solid Waste /County Safety Officer	\$60.32/hr					E
N/A	04	Director of Transportation and Public Works	\$70.14/hr					E
2888	01	Director of Victim Witness Assistance Bureau	33.46	35.13	36.89	38.73	40.67	E
1857	02	Dispatcher (Training)	23.15	24.31	25.52	26.80	28.14	C
2064	02	Dispatcher-EMD	25.22	26.48	27.81	29.20	30.66	C
2192	02	Dispatcher- Lead	26.50	27.83	29.22	30.68	32.21	C
2462	02	Dispatcher-Supervising	29.20	30.66	32.19	33.80	35.49	C
N/A	05	District Attorney	\$78.62/hr					E
N/A	04	District Attorney, Chief Assistant	\$76.96/hr					E
2699	01	Elections Supervisor	31.57	33.15	34.81	36.55	38.37	C
1122	01	Elections Support Worker	15.80	16.59	17.42	18.29	19.20	C

1615	01	Elections Technician	20.73	21.77	22.85	24.00	25.20	C
3344	01	Eligibility Program Manager	38.02	39.92	41.92	44.01	46.21	E
1189	01	Eligibility Screener	16.47	17.29	18.16	19.07	20.02	C
2335	01	Eligibility Supervisor	27.93	29.33	30.79	32.33	33.95	C
1354	01	Eligibility Worker I	18.12	19.03	19.98	20.98	22.02	C
1533	01	Eligibility Worker II	19.91	20.91	21.95	23.05	24.20	C
1738	01	Eligibility Worker III	21.96	23.06	24.21	25.42	26.69	C
1734	01	Eligibility Worker II-Translator	21.92	23.02	24.17	25.38	26.64	C
2552	01	Employment & Training Supervisor	30.10	31.61	33.19	34.84	36.59	C
1779	01	Employment & Training Worker I	22.37	23.49	24.66	25.90	27.19	C
2002	01	Employment & Training Worker II	24.60	25.83	27.12	28.48	29.90	C
2247	01	Employment & Training Worker III	27.05	28.40	29.82	31.31	32.88	C
2268	01	Engineering Technician	27.26	28.62	30.05	31.56	33.13	C
2293	01	Environmental Health Specialist I	27.51	28.89	30.33	31.85	33.44	C
2706	01	Environmental Health Specialist II	31.64	33.22	34.88	36.63	38.46	C
3026	01	Environmental Health Specialist III	34.84	36.58	38.41	40.33	42.35	C
1683	01	Environmental Health Technician I	21.41	22.48	23.60	24.78	26.02	C
1897	01	Environmental Health Technician II	23.55	24.73	25.96	27.26	28.63	C
2426	01	Executive Assistant	28.84	30.28	31.80	33.39	35.06	C
2899	041	Executive Legal Assistant	33.57	35.25	37.01	38.86	40.80	C
3564	01	Facilities & Projects Manager	40.22	42.23	44.34	46.56	48.89	E
2142	01	Facilities & Projects Specialist	26.00	27.30	28.67	30.10	31.60	C
2556	01	Finance & Admin Supervisor	30.14	31.65	33.23	34.89	36.64	C
2662	01	Facilities Supervisor	31.20	32.76	34.40	36.12	37.92	E
1275	01	Finance Asst I	17.33	18.20	19.11	20.06	21.06	C
1448	01	Finance Asst II	19.06	20.01	21.01	22.06	23.17	C
1638	01	Finance Asst Sr	20.96	22.01	23.11	24.26	25.48	C
1849	01	Finance Technician	23.07	24.22	25.43	26.71	28.04	C
2887	01	Fiscal Officer	33.45	35.12	36.88	38.72	40.66	C
N/A	04	General Services Administration Director	\$79.34/hr					E
1122	01	General Services Aide	15.80	16.59	17.42	18.29	19.20	C
3564	01	Geographic Inform Sys Coord	40.22	42.23	44.34	46.56	48.89	C
1934	01	Geographic Inform Sys Tech I	23.92	25.12	26.37	27.69	29.07	C
2197	01	Geographic Inform Sys Tech II	26.55	27.88	29.27	30.73	32.27	C
1756	01	GF-Administrative Asst II-Translator	22.14	23.25	24.41	25.63	26.91	C
N/A	042	GSA County Government Support Services Director	\$53.79/hr					E
N/A	04	Health and Human Services Director	\$76.96/hr					E
2888	011	Health Educator I	33.46	35.13	36.89	38.73	40.67	E
3056	011	Health Educator II	35.14	36.90	38.74	40.68	42.71	E
N/A	04	Health Officer (Full-time)	\$79.56/hr					E
N/A	04	Health Officer (Part-time)	\$79.56/hr					E
2252	01	Heavy Equipment Mechanic	27.13	28.49	29.91	31.41	32.98	C
2972	01	Housing Services Program Manager	34.30	36.02	37.82	39.71	41.69	E
2554	041	Human Resource Specialist	30.12	31.63	33.21	34.87	36.62	C
2115	041	Human Resource Technician	25.73	27.02	28.37	29.79	31.27	C
N/A	04	Human Resources Director	\$59.56/hr					E
2899	041	Human Resources/Risk Administrator	33.57	35.25	37.01	38.86	40.80	E
3025	01	Information Systems Analyst	34.83	36.57	38.40	40.32	42.34	C
2440	01	Information Systems Specialist	28.98	30.43	31.95	33.55	35.23	C
1911	01	Information Systems Tech I	23.69	24.87	26.12	27.42	28.80	C
2177	01	Information Systems Tech II	26.35	27.67	29.05	30.50	32.03	C
N/A	04	Information Technology Director	\$61.61/hr					E
2240	01	Learning Center Coordinator	26.98	28.33	29.75	31.23	32.79	C
2556	01	Legal Assistant	30.14	31.65	33.23	34.89	36.64	C
2556	01	Legal Office Supervisor	30.14	31.65	33.23	34.89	36.64	C
1710	01	Legal Secretary I	21.68	22.76	23.90	25.10	26.35	C
1926	01	Legal Secretary II	23.84	25.03	26.28	27.60	28.98	C
2163	01	Legal Secretary, Sr	26.21	27.52	28.90	30.34	31.86	C
1315	01	Library Assistant	17.73	18.62	19.55	20.52	21.55	C
1315	01	Library Literacy Program Assistant	17.73	18.62	19.55	20.52	21.55	C
1582	01	Library Literacy Program Coord	20.40	21.42	22.49	23.62	24.80	C
1403	01	Library Literacy Program Assistant - Bilingual	18.61	19.54	20.52	21.54	22.62	C
1492	01	Library Technician	19.50	20.48	21.50	22.57	23.70	C
2789	011	Licensed Vocational Nurse	32.47	34.09	35.80	37.59	39.47	C
5227	022	Lieutenant	56.85	59.69	62.68	65.81	69.10	E
1202	01	Mail and Warehouse Specialist	16.60	17.43	18.30	19.22	20.18	C
1122	01	Mail Clerk	15.80	16.59	17.42	18.29	19.20	C
1451	01	Medical Assistant	19.09	20.04	21.05	22.10	23.20	C
1451	01	Medical/Psychiatric Records Clerk	19.09	20.04	21.05	22.10	23.20	C
2789	01	Mental Health Intern	32.47	34.09	35.80	37.59	39.47	C
2889	011	MHSA Programs Coordinator	33.47	35.14	36.90	38.75	40.68	**
1386	01	Mosquito & Vector Control Tech	18.44	19.36	20.33	21.35	22.41	C
1122	01	Museum Asst	15.80	16.59	17.42	18.29	19.20	C
1725	01	Museum Curator	21.83	22.92	24.07	25.27	26.53	C
3649	011	Nurse Practitioner	41.07	43.12	45.28	47.54	49.92	E
3114	01	Occupational Therapist	35.72	37.51	39.38	41.35	43.42	C
2026	01	Outreach Specialist	24.84	26.08	27.39	28.76	30.19	C
1801	01	Outreach Technician	22.59	23.72	24.91	26.15	27.46	C
2668	041	Paralegal (CC)	31.26	32.82	34.46	36.19	38.00	C
3088	041	Payroll Manager	35.46	37.23	39.09	41.05	43.10	E
2131	041	Payroll Specialist I	25.89	27.18	28.54	29.97	31.47	C
2497	041	Payroll Specialist II	29.55	31.03	32.58	34.21	35.92	C
1875	01	Personal Services Coordinator	23.33	24.50	25.72	27.01	28.36	C
3647	01	Physical Therapist	41.05	43.10	45.26	47.52	49.90	C
2249	01	Planner I	27.07	28.42	29.84	31.34	32.90	C

2551	01	Planner II	30.09	31.59	33.17	34.83	36.57	C
2883	01	Planner III	33.41	35.08	36.83	38.68	40.61	C
N/A	042	Planning Director	\$60.32/hr					E
1681	01	Planning Technician I	21.39	22.46	23.58	24.76	26.00	C
1895	01	Planning Technician II	23.53	24.71	25.94	27.24	28.60	C
2465	01	Plans Examiner I	29.23	30.69	32.23	33.84	35.53	C
2755	01	Plans Examiner II	32.13	33.74	35.42	37.19	39.05	C
2007	01	Power Equip Mechanic I	24.65	25.88	27.18	28.54	29.96	C
2386	01	Power Equip Mechanic II	28.44	29.86	31.36	32.92	34.57	C
2669	01	Power Equip Mechanic II-Fabrication	31.27	32.83	34.48	36.20	38.01	C
2528	01	Power Equip Mechanic III	29.86	31.35	32.92	34.57	36.30	C
1102	01	Print Shop Assistant I	15.60	16.38	17.20	18.06	18.96	C
1256	01	Print Shop Assistant II	17.14	18.00	18.90	19.84	20.83	C
2016	01	Printer	24.74	25.98	27.28	28.64	30.07	C
1585	025	Probation Aide	20.43	21.45	22.52	23.65	24.83	C
N/A	04	Probation Officer, Chief	\$76.96/hr					E
3427	025	Probation Unit Supervisor	38.85	40.79	42.83	44.97	47.22	C
6408	042	Program Manager-Special Prosecutions Unit	\$71.41/hr.					E
2888	01	Property Tax and Accounting Analyst	33.46	35.13	36.89	38.73	40.67	C
2064	02	Property/Evidence Technician	25.22	26.48	27.81	29.20	30.66	C
N/A	042	Psychiatrist	\$187.57/hr					E
N/A	042	Psychiatrist-Drug Medical Stipend	\$212.16/hr					E
3196	01	Public Conservator/Guardian/Administrator	36.54	38.37	40.29	42.30	44.41	E
N/A	04	Public Health Director	\$66.05/hr					E
3471	011	Public Health Nurse I	39.29	41.25	43.32	45.48	47.76	E
3864	011	Public Health Nurse II	43.22	45.38	47.65	50.03	52.53	E
4511	011	Public Health Nurse Supv	49.69	52.17	54.78	57.52	60.40	E
2717	011	Public Health Program Coordinator	31.75	33.34	35.00	36.75	38.59	E
3758	011	Public Health Program Manager	42.16	44.27	46.48	48.81	51.25	E
3758	011	Public Health Program Manager - Grants Management	42.16	44.27	46.48	48.81	51.25	E
N/A	04	Public Services Director	\$48.26/hr					E
2186	01	Public Works Inspector	26.44	27.76	29.15	30.61	32.14	C
2449	01	Public Works Lead Inspector	29.07	30.52	32.05	33.65	35.33	C
2175	01	Public Works Maint Lead Worker	26.33	27.65	29.03	30.48	32.00	C
2741	01	Public Works Maint Supervisor	31.99	33.59	35.27	37.03	38.88	C
1518	01	Public Works Maint Worker I	19.76	20.75	21.79	22.87	24.02	C
1718	01	Public Works Maint Worker II	21.76	22.85	23.99	25.19	26.45	C
1934	01	Public Works Maint Worker III	23.92	25.12	26.37	27.69	29.07	C
N/A	042	Public Works Maintenance Superintendent	\$48.78/hr					E
3053	01	Public Works Project Engineer	35.11	36.87	38.71	40.64	42.68	C
3404	01	Public Works Sr Project Manager	38.62	40.55	42.58	44.71	46.94	C
3228	01	Public Works Surveyor	36.86	38.70	40.64	42.67	44.80	C
1638	01	Purchasing Assistant	20.96	22.01	23.11	24.26	25.48	C
1848	01	Purchasing Assistant II	23.06	24.21	25.42	26.69	28.03	C
2078	01	Purchasing Assistant III	25.36	26.63	27.96	29.36	30.83	C
3121	01	Purchasing Manager	35.79	37.58	39.46	41.43	43.50	C
1347	01	Recorder Clerk I	18.05	18.95	19.90	20.90	21.94	C
1525	01	Recorder Clerk II	19.83	20.82	21.86	22.96	24.10	C
2556	01	Recorder Clerk Supervisor	30.14	31.65	33.23	34.89	36.64	C
1725	01	Recorder Clerk, Sr	21.83	22.92	24.07	25.27	26.53	C
2201	041	Records and Volunteer Administrator	26.59	27.92	29.32	30.78	32.32	C
1364	041	Records Management Assistant	18.22	19.13	20.09	21.09	22.15	C
2939	011	Registered Nurse (Health)	33.97	35.67	37.45	39.32	41.29	E
1605	01	Secretary	20.63	21.66	22.74	23.88	25.07	C
2899	041	Senior Administrative Analyst	33.57	35.25	37.01	38.86	40.80	C
2449	01	Senior Building Maintenance Worker	29.07	30.52	32.05	33.65	35.33	C
3984	01	Senior Civil Engineer	44.42	46.64	48.97	51.42	53.99	C
2551	01	Senior Engineering Technician	30.09	31.59	33.17	34.83	36.57	C
N/A	05	Sheriff-Coroner	\$76.18/hr					E
1813	01	Sheriff's Executive Secretary	22.71	23.85	25.04	26.29	27.60	C
2888	01	Sheriff's Fiscal Officer	33.46	35.13	36.89	38.73	40.67	C
2287	02	Sheriff's Security Officer	27.45	28.82	30.26	31.78	33.37	C
4028	022	Sheriff's Sergeant (Advanced)	44.86	47.10	49.46	51.93	54.53	C
3811	022	Sheriff's Sergeant (Intermediate)	42.69	44.82	47.07	49.42	51.89	C
1477	01	Sheriff's Services Asst	19.35	20.32	21.33	22.40	23.52	C
1744	01	Sheriff's Services Technician	22.02	23.12	24.28	25.49	26.77	C
2079	01	Social Services Administrative Supervisor	25.37	26.64	27.97	29.37	30.84	C
1451	01	Social Service Aide	19.09	20.04	21.05	22.10	23.20	C
N/A	04	Social Services Director	\$66.05/hr					E
2583	01	Social Services Finance Supervisor	30.41	31.93	33.53	35.20	36.96	C
3766	01	Social Services Program Manager	42.24	44.35	46.57	48.90	51.34	E
2002	01	Social Worker I	24.60	25.83	27.12	28.48	29.90	C
2252	01	Social Worker II	27.10	28.46	29.88	31.37	32.94	C
2517	01	Social Worker III	29.75	31.24	32.80	34.44	36.16	C
2776	01	Social Worker IV	32.34	33.96	35.65	37.44	39.31	C
2693	01	Social Worker Supervisor I	31.51	33.09	34.74	36.48	38.30	C
3661	01	Solid Waste Program Manager	41.19	43.25	45.41	47.68	50.07	E
1852	01	Solid Waste Program Specialist	23.10	24.26	25.47	26.74	28.08	C
2502	01	Solid Waste Technician	29.60	31.08	32.63	34.27	35.98	C
2277	01	Staff Service Analyst I	27.35	28.72	30.15	31.66	33.24	C
2552	01	Staff Service Analyst II	30.10	31.61	33.19	34.84	36.59	C
2420	01	Systems Support Analyst	28.78	30.22	31.73	33.32	34.98	C
1243	01	Transportation Officer	17.01	17.86	18.75	19.69	20.68	C
1721	02	Transportation Officer	21.79	22.88	24.02	25.22	26.49	C
N/A	05	Treasurer-Tax Collector	\$68.15/hr					E

2028	01	Treasury Technician	24.86	26.10	27.41	28.78	30.22	C
N/A	04	Undersheriff	\$76.96/hr					E
3114	011	Utilization & Quality Management Coordinator I	35.72	37.51	39.38	41.35	43.42	**
3472	011	Utilization & Quality Management Coordinator II	39.30	41.27	43.33	45.49	47.77	**
N/A	04	Veterans Services Officer	\$38.73/hr					E
1652	01	Victim/Witness Advocate	21.41	22.48	23.60	24.78	26.02	C
3201	01	Web Programmer/Developer	36.59	38.42	40.34	42.36	44.48	C

**APPENDIX B
GENERAL UNIT
HOURLY CLASSIFICATION AND WAGE PLAN
4% Increase
Effective 9/18/2022
(Amended 2/14/2023)**

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1955	4-H Program Coordinator	24.13	25.34	26.60	27.93	29.33	C
2307	Accountant I	27.65	29.03	30.48	32.01	33.61	C
2582	Accountant II	30.40	31.92	33.52	35.19	36.95	C
1122	Administrative Asst I	15.80	16.59	17.42	18.29	19.20	C
1278	Administrative Asst II	17.36	18.23	19.14	20.10	21.10	C
1452	Administrative Asst II-Translator	19.10	20.06	21.06	22.11	23.22	C
1452	Administrative Asst, Sr	19.10	20.06	21.06	22.11	23.22	C
2163	Administrative Legal Secretary	26.21	27.52	28.90	30.34	31.86	C
1813	Administrative Secretary	22.71	23.85	25.04	26.29	27.60	C
1953	Administrative Supervisor	24.11	25.32	26.58	27.91	29.31	C
2041	Administrative Technician	24.99	26.24	27.55	28.93	30.38	C
1840	Agriculture & Standards Insp I	22.98	24.13	25.34	26.60	27.93	C
2156	Agriculture & Standards Insp II	26.14	27.45	28.82	30.26	31.77	C
2550	Agriculture & Standards Insp III	30.08	31.58	33.16	34.82	36.56	C
1217	Agriculture Technician	16.75	17.59	18.47	19.39	20.36	C
1386	Agriculture Technician/GIS Asst	18.44	19.36	20.33	21.35	22.41	C
2287	Air Pollution Inspector I	27.45	28.82	30.26	31.78	33.37	C
2701	Air Pollution Inspector II	31.59	33.17	34.83	36.57	38.40	C
2166	Air Pollution Technician	26.24	27.55	28.93	30.38	31.89	C
1122	Airport Assistant	15.80	16.59	17.42	18.29	19.20	C
3307	Airport Manager	37.65	39.53	41.51	43.58	45.76	E
1282	Animal Care Technician I	17.40	18.27	19.18	20.14	21.15	C
1594	Animal Care Technician II	20.52	21.55	22.62	23.75	24.94	C
1405	Animal Control Office Coord	18.63	19.56	20.54	21.57	22.64	C
1405	Animal Control Officer I	18.63	19.56	20.54	21.57	22.64	C
1594	Animal Control Officer II	20.52	21.55	22.62	23.75	24.94	C
1902	Animal Control Officer III	23.60	24.78	26.02	27.32	28.69	C
2092	Appraiser I	25.50	26.78	28.11	29.52	31.00	C
2615	Appraiser II	30.73	32.27	33.88	35.57	37.35	C
1123	Archives Assistant	15.81	16.60	17.43	18.30	19.22	C
1725	Archivist	21.83	22.92	24.07	25.27	26.53	C
2734	Assistant in Civil Engineering I	31.92	33.52	35.19	36.95	38.80	C
3053	Assistant in Civil Engineering II	35.11	36.87	38.71	40.64	42.68	C
3580	Associate Civil Engineer	40.38	42.40	44.52	46.74	49.08	E
2066	Auditor-Appraiser I	25.24	26.50	27.83	29.22	30.68	C
2615	Auditor-Appraiser II	30.73	32.27	33.88	35.57	37.35	C
1766	Behavioral Health Aide	22.24	23.35	24.52	25.75	27.03	C
1992	Behavioral Health Care Counselor I	24.50	25.73	27.01	28.36	29.78	C
2235	Behavioral Health Care Counselor II	26.93	28.28	29.69	31.17	32.73	C
2662	Behavioral Health Care Supv (A/D)	31.20	32.76	34.40	36.12	37.92	E
2347	Bldg Code Compliance Ofc/CEA	28.05	29.45	30.93	32.47	34.09	C
1934	Bridge & Sign Maint Spec	23.92	25.12	26.37	27.69	29.07	C
2196	Building Inspector I	26.54	27.87	29.26	30.72	32.26	C
2464	Building Inspector II	29.22	30.68	32.22	33.83	35.52	C
2755	Building Inspector III	32.13	33.74	35.42	37.19	39.05	C
3012	Building Inspector Supervisor	34.70	36.44	38.26	40.17	42.18	C
1664	Building Maint Worker I	21.22	22.28	23.40	24.56	25.79	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1875	Building Maint Worker II	23.33	24.50	25.72	27.01	28.36	C
2109	Building Maint Worker III	25.67	26.95	28.30	29.72	31.20	C
1725	Cadastral Drafting Technician I	21.83	22.92	24.07	25.27	26.53	C
2031	Cadastral Drafting Technician II	24.89	26.13	27.44	28.81	30.25	C
2625	Code Enforcement Officer	30.83	32.37	33.99	35.69	37.47	C
2439	Communications Systems Tech	28.97	30.42	31.94	33.54	35.21	C
2448	Community Development Senior Technician	29.06	30.51	32.04	33.64	35.32	C
1946	Community Development Technician I	24.04	25.24	26.50	27.83	29.22	C
2186	Community Development Technician II	26.44	27.76	29.15	30.61	32.14	C
2556	Compliance Officer	30.14	31.65	33.23	34.89	36.64	C
1852	Compliance Specialist	23.10	24.26	25.47	26.74	28.08	C
1992	Construction Worker	24.50	25.73	27.01	28.36	29.78	C
2235	Construction Worker, Sr	26.93	28.28	29.69	31.17	32.73	C
1102	Custodian I	15.60	16.38	17.20	18.06	18.96	C
1258	Custodian II	17.16	18.02	18.92	19.86	20.86	C
3104	Dep Ag Com/Sealer of Wgt, Meas	35.62	37.40	39.27	41.23	43.30	C
2069	Dep Public Cons/Guardian/Admin I	25.27	26.53	27.86	29.25	30.72	C
2448	Deputy Public Cons/Guardian Admin II	29.06	30.51	32.04	33.64	35.32	C
3053	Deputy Surveyor/ Deputy Registrar of Voters	35.11	36.87	38.71	40.64	42.68	C
2888	Director of Victim Witness Assistance Bureau	33.46	35.13	36.89	38.73	40.67	E
2699	Elections Supervisor	31.57	33.15	34.81	36.55	38.37	C
1122	Elections Support Worker	15.80	16.59	17.42	18.29	19.20	C
1615	Elections Technician	20.73	21.77	22.85	24.00	25.20	C
3344	Eligibility Program Manager	38.02	39.92	41.92	44.01	46.21	E
1189	Eligibility Screener	16.47	17.29	18.16	19.07	20.02	C
2335	Eligibility Supervisor	27.93	29.33	30.79	32.33	33.95	C
1354	Eligibility Worker I	18.12	19.03	19.98	20.98	22.02	C
1533	Eligibility Worker II	19.91	20.91	21.95	23.05	24.20	C
1738	Eligibility Worker III	21.96	23.06	24.21	25.42	26.69	C
1734	Eligibility Worker II-Translator	21.92	23.02	24.17	25.38	26.64	C
2552	Employment & Training Supervisor	30.10	31.61	33.19	34.84	36.59	C
1779	Employment & Training Worker I	22.37	23.49	24.66	25.90	27.19	C
2002	Employment & Training Worker II	24.60	25.83	27.12	28.48	29.90	C
2247	Employment & Training Worker III	27.05	28.40	29.82	31.31	32.88	C
2268	Engineering Technician	27.26	28.62	30.05	31.55	33.13	C
2293	Environmental Health Specialist I	27.51	28.89	30.33	31.85	33.44	C
2706	Environmental Health Specialist II	31.64	33.22	34.88	36.63	38.46	C
3026	Environmental Health Specialist III	34.84	36.58	38.41	40.33	42.35	C
1683	Environmental Health Technician I	21.41	22.48	23.60	24.78	26.02	C
1897	Environmental Health Technician II	23.55	24.73	25.96	27.26	28.63	C
2426	Executive Assistant	28.84	30.28	31.80	33.39	35.06	C
3564	Facilities & Projects Manager	40.22	42.23	44.34	46.56	48.89	E
2142	Facilities & Projects Specialist	26.00	27.30	28.67	30.10	31.60	C
2662	Facilities Supervisor	31.20	32.76	34.40	36.12	37.92	E
2556	Finance & Admin Supervisor	30.14	31.65	33.23	34.89	36.64	C
1275	Finance Asst I	17.33	18.20	19.11	20.06	21.06	C
1448	Finance Asst II	19.06	20.01	21.01	22.06	23.17	C
1638	Finance Asst Sr	20.96	22.01	23.11	24.26	25.48	C
1849	Finance Technician	23.07	24.22	25.43	26.71	28.04	C
2887	Fiscal Officer	33.45	35.12	36.88	38.72	40.66	C
1122	General Services Aide	15.80	16.59	17.42	18.29	19.20	C
3564	Geographic Inform Sys Coor	40.22	42.23	44.34	46.56	48.89	C
1934	Geographic Inform Sys Tech I	23.92	25.12	26.37	27.69	29.07	C
2197	Geographic Inform Sys Tech II	26.55	27.88	29.27	30.73	32.27	C
2252	Heavy Equipment Mechanic	27.13	28.49	29.91	31.41	32.98	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2972	Housing Services Program Manager	34.30	36.02	37.82	39.71	41.69	E
3025	Information Systems Analyst	34.83	36.57	38.40	40.32	42.34	C
2440	Information Systems Specialist	28.98	30.43	31.95	33.55	35.23	C
1911	Information Systems Tech I	23.69	24.87	26.12	27.42	28.80	C
2177	Information Systems Tech II	26.35	27.67	29.05	30.50	32.03	C
2240	Learning Center Coordinator	26.98	28.33	29.75	31.23	32.79	C
2556	Legal Assistant	30.14	31.65	33.23	34.89	36.64	C
2556	Legal Office Supervisor	30.14	31.65	33.23	34.89	36.64	C
1710	Legal Secretary I	21.68	22.76	23.90	25.10	26.35	C
1926	Legal Secretary II	23.84	25.03	26.28	27.60	28.98	C
2163	Legal Secretary, Sr	26.21	27.52	28.90	30.34	31.86	C
1315	Library Assistant	17.73	18.62	19.55	20.52	21.55	C
1315	Library Literacy Program Assistant	17.73	18.62	19.55	20.52	21.55	C
1403	Library Literacy Program Assistant - Bilingual	18.61	19.54	20.52	21.54	22.62	C
1582	Library Literacy Program Coord	20.40	21.42	22.49	23.62	24.80	C
1492	Library Technician	19.50	20.48	21.50	22.57	23.70	C
1202	Mail and Warehouse Specialist	16.60	17.43	18.30	19.22	20.18	C
1122	Mail Clerk	15.80	16.59	17.42	18.29	19.20	C
1451	Medical Assistant	19.09	20.04	21.05	22.10	23.20	C
1451	Medical/Psychiatric Records Clerk	19.09	20.04	21.05	22.10	23.20	C
2789	Mental Health Intern	32.47	34.09	35.80	37.59	39.47	C
1386	Mosquito & Vector Control Tech	18.44	19.36	20.33	21.35	22.41	C
1122	Museum Asst	15.80	16.59	17.42	18.29	19.20	C
1725	Museum Curator	21.83	22.92	24.07	25.27	26.53	C
3114	Occupational Therapist	35.72	37.51	39.38	41.35	43.42	C
2026	Outreach Specialist	24.84	26.08	27.39	28.76	30.19	C
1801	Outreach Technician	22.59	23.72	24.91	26.15	27.46	C
1875	Personal Services Coordinator	23.33	24.50	25.72	27.01	28.36	C
3647	Physical Therapist	41.05	43.10	45.26	47.52	49.90	C
2249	Planner I	27.07	28.42	29.84	31.34	32.90	C
2551	Planner II	30.09	31.59	33.17	34.83	36.57	C
2883	Planner III	33.41	35.08	36.83	38.68	40.61	C
1681	Planning Technician I	21.39	22.46	23.58	24.76	26.00	C
1895	Planning Technician II	23.53	24.71	25.94	27.24	28.60	C
2465	Plans Examiner I	29.23	30.69	32.23	33.84	35.53	C
2755	Plans Examiner II	32.13	33.74	35.42	37.19	39.05	C
2007	Power Equip Mechanic I	24.65	25.88	27.18	28.54	29.96	C
2386	Power Equip Mechanic II	28.44	29.86	31.36	32.92	34.57	C
2669	Power Equip Mechanic II-Fabrication	31.27	32.83	34.48	36.20	38.01	C
2528	Power Equip Mechanic III	29.86	31.35	32.92	34.57	36.30	C
1102	Print Shop Assistant I	15.60	16.38	17.20	18.06	18.96	C
1256	Print Shop Assistant II	17.14	18.00	18.90	19.84	20.83	C
2016	Printer	24.74	25.98	27.28	28.64	30.07	C
2888	Property Tax and Accounting Analyst	33.46	35.13	36.89	38.73	40.67	C
3196	Public Conservator/Guardian/Administrator	36.54	38.37	40.29	42.30	44.41	E
2186	Public Works Inspector	26.44	27.76	29.15	30.61	32.14	C
2449	Public Works Lead Inspector	29.07	30.52	32.05	33.65	35.33	C
2175	Public Works Maint Lead Worker	26.33	27.65	29.03	30.48	32.00	C
2741	Public Works Maint Supervisor	31.99	33.59	35.27	37.03	38.88	C
1518	Public Works Maint Worker I	19.76	20.75	21.79	22.87	24.02	C
1718	Public Works Maint Worker II	21.76	22.85	23.99	25.19	26.45	C
1934	Public Works Maint Worker III	23.92	25.12	26.37	27.69	29.07	C
3053	Public Works Project Engineer	35.11	36.87	38.71	40.64	42.68	C
3404	Public Works Sr Project Manager	38.62	40.55	42.58	44.71	46.94	C
3228	Public Works Surveyor	36.86	38.70	40.64	42.67	44.80	C
1638	Purchasing Assistant	20.96	22.01	23.11	24.26	25.48	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1848	Purchasing Assistant II	23.06	24.21	25.42	26.69	28.03	C
2078	Purchasing Assistant III	25.36	26.63	27.96	29.36	30.83	C
3121	Purchasing Manager	35.79	37.58	39.46	41.43	43.50	C
1347	Recorder Clerk I	18.05	18.95	19.90	20.90	21.94	C
1525	Recorder Clerk II	19.83	20.82	21.86	22.96	24.10	C
2556	Recorder Clerk Supervisor	30.14	31.65	33.23	34.89	36.64	C
1725	Recorder Clerk, Sr	21.83	22.92	24.07	25.27	26.53	C
1605	Secretary	20.63	21.66	22.74	23.88	25.07	C
2449	Senior Building Maintenance Worker	29.07	30.52	32.05	33.65	35.33	C
3984	Senior Civil Engineer	44.42	46.64	48.97	51.42	53.99	C
2551	Senior Engineering Technician	30.09	31.59	33.17	34.83	36.57	C
1813	Sheriff's Executive Secretary	22.71	23.85	25.04	26.29	27.60	C
2888	Sheriff's Fiscal Officer	33.46	35.13	36.89	38.73	40.67	C
1477	Sheriff's Services Asst	19.35	20.32	21.33	22.40	23.52	C
1744	Sheriff's Services Technician	22.02	23.12	24.28	25.49	26.77	C
2079	Social Services Administrative Supervisor	25.37	26.64	27.97	29.37	30.84	C
1451	Social Service Aide	19.09	20.04	21.05	22.10	23.20	C
2583	Social Services Finance Supervisor	30.41	31.93	33.53	35.20	36.96	C
3766	Social Services Program Manager	42.24	44.35	46.57	48.90	51.34	E
2002	Social Worker I	24.60	25.83	27.12	28.48	29.90	C
2252	Social Worker II	27.10	28.46	29.88	31.37	32.94	C
2517	Social Worker III	29.75	31.24	32.80	34.44	36.16	C
2776	Social Worker IV	32.34	33.96	35.65	37.44	39.31	C
2693	Social Worker Supervisor I	31.51	33.09	34.74	36.48	38.30	C
3661	Solid Waste Program Manager	41.19	43.25	45.41	47.68	50.07	E
1852	Solid Waste Program Specialist	23.10	24.26	25.47	26.74	28.08	C
2502	Solid Waste Technician	29.60	31.08	32.63	34.27	35.98	C
2277	Staff Service Analyst I	27.35	28.72	30.15	31.66	33.24	C
2552	Staff Service Analyst II	30.10	31.61	33.19	34.84	36.59	C
2420	Systems Support Analyst	28.78	30.22	31.73	33.32	34.98	C
1243	Transportation Officer	17.01	17.86	18.75	19.69	20.68	C
2028	Treasury Technician	24.86	26.10	27.41	28.78	30.22	C
1683	Victim/Witness Advocate	21.41	22.48	23.60	24.78	26.02	C
3201	Web Programmer/Developer	36.59	38.42	40.34	42.36	44.48	C

APPENDIX B
PROFESSIONAL EMPLOYEES
HOURLY CLASSIFICATION AND WAGE PLAN
4% Increase
Effective 9/18/2022
(Amended 2/14/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2789	Behavioral Health Care Clinician I	32.47	34.09	35.80	37.59	39.47	**
3114	Behavioral Health Care Clinician II	35.72	37.51	39.38	41.35	43.42	**
3472	Behavioral Health Care Clinician III	39.30	41.27	43.33	45.49	47.77	**
2789	Behavioral Health Care Nurse I	32.47	34.09	35.80	37.59	39.47	**
3114	Behavioral Health Care Nurse II	35.72	37.51	39.38	41.35	43.42	**
3470	Behavioral Health Care Nurse III	39.28	41.24	43.31	45.47	47.75	**
2662	Behavioral Health Rehabilitation Specialist	31.20	32.76	34.40	36.12	37.92	E
3873	BHC Prog Mgr (Clinical Services)	43.31	45.48	47.75	50.14	52.64	E
3766	BHC Prog Mgr (Community Services)	42.24	44.35	46.57	48.90	51.34	E
2789	Crisis Services Coordinator	32.47	34.09	35.80	37.59	39.47	C
2633	Crisis Services Counselor	30.91	32.46	34.08	35.78	37.57	C
2888	Health Educator I	33.46	35.13	36.89	38.73	40.67	E
3056	Health Educator II	35.14	36.90	38.74	40.68	42.71	E
2789	Licensed Vocational Nurse	32.47	34.09	35.80	37.59	39.47	C
2889	MHSA Programs Coordinator	33.47	35.14	36.90	38.75	40.68	**
3649	Nurse Practitioner	41.07	43.12	45.28	47.54	49.92	E
3471	Public Health Nurse I	39.29	41.25	43.32	45.48	47.76	E
3864	Public Health Nurse II	43.22	45.38	47.65	50.03	52.53	E
4511	Public Health Nurse Supv	49.69	52.17	54.78	57.52	60.40	E
2717	Public Health Program Coordinator	31.75	33.34	35.00	36.75	38.59	E
3758	Public Health Program Manager	42.16	44.27	46.48	48.81	51.25	E
3758	Public Health Program Manager - Grants Management	42.16	44.27	46.48	48.81	51.25	E
2939	Registered Nurse (Health)	33.97	35.67	37.45	39.32	41.29	E
3114	Utilization & Quality Management Coordinator I	35.72	37.51	39.38	41.35	43.42	**
3472	Utilization & Quality Management Coordinator II	39.30	41.27	43.33	45.49	47.77	**

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

*= Includes special 10% pay adjustment

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

APPENDIX B
GENERAL UNIT GRANDFATHER EMPLOYEES
CLASSIFICATIONS AND WAGES
4% Increase
Effective 12/6/2022

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1756	GF-Administrative Asst II-Translator	22.14	23.25	24.41	25.63	26.91	C

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: February 14, 2023

SUBJECT

Behavioral Health Department – Revised Utilization and Quality Management Coordinator I/II Job Description

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Human Resources and Behavioral Health

ATTACHMENTS

- [Memo BHC U&Q Mgt Coordinator I-II.doc](#)
- [Memo Department Memo for U&Q Mgt. Coor I-II.docx](#)
- [Utilization & Quality Management Coor I-II revised 11-22.docx](#)
- [Utilization & Quality Mgmt Coor I-II DRAFT \(reformatted and updated\) 2-23.pdf](#)



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Board of Supervisors

FROM: Lisa Gaebe, Human Resources Director

DATE: February 8, 2023

SUBJECT: Agenda Item for February 14, 2023 Board Agenda
Behavioral Health Department – Utilization & Quality Management Coordinator I/II
Job Description

The Behavioral Health Director has requested to revise the current Utilization & Quality Management Coordinator I/II job description to include a Bachelors level education in the Behavioral Health field from Masters level education. This change will broaden the pool of prospective qualified applicants for this position. Please note the changes are shown in red on the revised job description.

If the Board does not approve the Director's request to revise the Utilization & Quality Management Coordinator I/II job description, it will not reflect the lower degree requirement. Please see the memo from the Behavioral Health Director for more details.

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



TO: Board of Supervisors
FROM: Melissa Cranfill, LCSW, Behavioral Health Director
DATE: February 7, 2023

SUBJECT: Agenda Item for February 14, 2023 Board of Supervisor Meeting
Behavioral Health Department
Utilization & Quality Management Coordinator I/II Job Description

The Behavioral Health Department is requesting to update the job description for Utilization & Quality Management Coordinator I, to include a Bachelors level education in the Behavioral Health field from Masters level education. This change will broaden our pool of prospective qualified applicants for this position.

The Utilization & Quality Management Coordinator duties have transitioned in the past years to being primarily a data analytical role versus clinical role, due to changes in State regulating agency's requirements. Though it would be ideal to have a Licensed Clinical Social Worker who is also able to perform the data analysis functions in this position, the current state of Behavioral Health workforce make this extremely difficult. California's current behavioral health workforce does not meet its need. Amador County Behavioral Health currently has a 33% vacancy for the Clinician I/II position, these positions require a Master's degree and registration with the State regulating agency – as the current job description for Utilization & Quality Management Coordinator I/II position does.

Surrounding counties including Calaveras, San Benito & Tuolumne do not require a Master's level education or registration with the BBS to qualify for the Utilization & Quality Management Coordinator I position.

If this request is not approved, it is likely the department will experience continued and additional staffing issues due to the pressures of a nationwide behavioral healthcare workforce shortage.

UTILIZATION & QUALITY MANAGEMENT COORDINATOR I/II

DEFINITION

Under direction of the Department Director or Department Leadership, plans, coordinates, and performs the utilization and quality management functions in the County-operated outpatient, crisis intervention, and case management services; and, in contracted facilities. This includes utilization review, quality assurance, performance improvement, and related training activities. The Coordinator audits medical records to determine eligibility for services, medical necessity, and Medi-Cal compliance; ensures optimal reimbursement from Medicare, Medi-Cal, and other payors of these services; conducts quality improvement studies; provides narrative and statistical analyses of audits; orients and trains clinical staff on documentation requirements and/or arranges for appropriate instruction; and, performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The incumbent reports to the Director, Behavioral Health Department, and works in partnership with the Clinical Program Manager, SUD Program Manager, Clinical Services, the Medical Director, and the Compliance Officer in auditing clinical activities. This position can provide clinical services and is responsible for objectively auditing the clinical work done in the Department and reporting the results of the audits to the Director. The incumbent is also responsible for the quality management activities, which encompasses all functions in the Department's operations.

REPORTS TO

Compliance Officer and/or Behavioral Health Director.

CLASSIFICATIONS SUPERVISED

May exercise lead technical and clinical supervision over staff.

UTILIZATION & QUALITY MANAGEMENT COORDINATOR I/II - 2

EXAMPLE OF DUTIES

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.

- Conducts quality reviews in certain Department operations on an on-going basis; documents findings in written reports to department director and managers; follows-up to ensure all recommendations from audits are addressed; provides or arranges technical assistance to staff as needed to ensure corrections.
- Reviews assessments, treatment plans, medication profiles, discharge charts, and daily visit notes on a daily basis to verify eligibility for services, medical necessity, and appropriateness of level of care; coordinates determination of level of care changes with Program Manager of Clinical Services, the attending psychiatrist, BHC nurse or Medical Assistant, and/or Utilization Review Committee.
- Orients all new clinical staff on documentation requirements for all payors and programs; monitors initial documentation skills of new clinical staff; provides related assistance and guidance as required. Provides specific training to ensure that all staff record clinical, financial, and administrative information in accordance with state and Federal regulations, and program guidelines.
- Ensures that clinical staff is completing all admission paperwork and recertification paperwork according to guidelines; initiates corrective action for discrepancies in documentation.
- Reviews all Treatment Authorization Requests (TAR) for appropriateness of level of care and plans for lengths of stay. Issues appropriate letters of denial of admission or continued stay after consultation with attending physician and/or Utilization Review Committee chairperson.
- Facilitates and leads the Utilization Review Committee and the Quality Assurance Committee process by organizing the meetings, preparing the agenda, submitting audit reports, and recording the minutes of the meetings.
- Acts as liaison to regulatory agencies and payors on clarification of procedures and application of regulations; prepares medical justification documents to submit reimbursement claims for services provided to patients.
- Performs Continuous Quality Improvement (CQI) studies; identifies and investigates problem areas; selects, initiates, and monitors follow-up actions for problem resolution; analyzes related statistical information and prepares required reports.
- Develops and implements necessary policy and procedures to conform to current criteria from regulatory agencies and accrediting bodies.
- Monitors new standards and regulations affecting hospital and home health care; determines need for new or modified policies and procedures.
- Collaborates with the appropriate Behavioral Health staff to ensure the maintenance of an accurate data collection system.
- Participates in and coordinates committee work as directed or appropriate.

UTILIZATION & QUALITY MANAGEMENT COORDINATOR I/II - 3

- Manages or assists with special projects and programs as directed.
- Maintains professional certifications and attends training, workshops, seminars, etc., as appropriate or directed.
- Performs related work as required, including preparing reports and correspondence, entering computer data, copying and filing documents, attending meetings, answering the telephone, ordering supplies, etc.

- LEVEL II – Provides clinical supervision, both group and individual to unlicensed staff as directed.
- LEVEL II – Provides and/or oversees training for new direct service staff.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Psychiatric and medical terminology, hospital and residential care programming, psychiatric diagnosis, and fee structuring standards.
- Federal and State regulations for Medicare, Medi-Cal, and private insurance requirements.
- Principles and techniques for obtaining optimal reimbursement.
- Assessment, treatment planning, and level of care standards.
- Principles, procedures, issues, and trends in mental health and alcohol and drug treatment.
- The laws, rules, and regulations related to the provision of alcohol and drug and mental health services.
- Application of quality assurance measurement.
- Governmental and voluntary standards, requirements and guidelines for quality assurance and utilization review.
- Data collection and basic statistical methods.
- Performance improvement methodology, including criteria development and data analysis techniques.
- Methods of medical case recording and report preparation.
- English usage, spelling, grammar and punctuation; basic mathematics.
- Modern office procedures, practices, and technology.

Ability to:

- Interpret, apply, and explain Federal and State laws, rules, and regulations governing behavioral health programs and services.
- Reviewing and analyzing complex regulatory information and reaching sound conclusions.

UTILIZATION & QUALITY MANAGEMENT COORDINATOR I/II - 4

- Assessing medical necessity of services provided.
- Monitor patient care plans and treatment documentation for congruency of orders and appropriateness of care.
- Maintain the confidentiality of administrative, personnel, and clinical information.
- Deal tactfully, respectfully, and courteously with the public and other County staff.
- Identify, research, analyze and recommend solutions to a variety of hospital and out- patient care administrative problems related to quality assurance/utilization review.
- Ensure accurate and complete documentation of all patient care and treatment.
- Establish and maintain cooperative working relationships.
- Exercise sound, independent judgment.
- Effectively communicate verbally and in writing.
- Effectively represent Amador County Behavioral Health Department services with the public and community organizations.

TYPICAL PHYSICAL REQUIREMENTS

Ability to sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

Training and Experience:

Utilization & Quality Management Coordinator I

Education

Graduation from an accredited college or university with a minimum of a Bachelors degree in nursing, psychology, social work, marriage and family counseling or other behavioral science field; and

Experience

Three (3) years of professional experience in your field of practice with at least one (1) year at a journeyman level in utilization review and/or quality assurance work.

UTILIZATION & QUALITY MANAGEMENT COORDINATOR I/II - 5

Licenses:

Preferred Registered or Licensed in California in your field of practice.

Utilization & Quality Management Coordinator II

Education

Graduation from an accredited college or university with a minimum of a Master's degree in nursing, psychology, social work, or marriage and family counseling; and

Experience

Three (3) years of professional experience in your field of practice with at least one (1) year at a journeyman level in utilization review and/or quality assurance work.

Licenses:

Registered or Licensed in California in your field of practice and be a Licensed Clinical Social Worker for a minimum of two (2) years.

Special Requirements:

Possession of California Driver's license as issued by the California Department of Motor Vehicles.



FLSA: COVERED
EEO: 2
FEBRUARY 2023

UTILIZATION & QUALITY MANAGEMENT COORDINATOR I/II

DEFINITION

Under direction of the Department Director or Department Leadership, plans, coordinates, and performs the utilization and quality management functions in the County-operated outpatient, crisis intervention, and case management services; and, in contracted facilities. This includes utilization review, quality assurance, performance improvement, and related training activities. The Coordinator audits medical records to determine eligibility for services, medical necessity, and Medi-Cal compliance; ensures optimal reimbursement from Medicare, Medi-Cal, and other payors of these services; conducts quality improvement studies; provides narrative and statistical analyses of audits; orients and trains clinical staff on documentation requirements and/or arranges for appropriate instruction; and, performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The incumbent reports to the Director, Behavioral Health Department, and works in partnership with the Clinical Program Manager, SUD Program Manager, Clinical Services, the Medical Director, and the Compliance Officer in auditing clinical activities. This position can provide clinical services and is responsible for objectively auditing the clinical work done in the Department and reporting the results of the audits to the Director. The incumbent is also responsible for the quality management activities, which encompasses all functions in the Department's operations.

REPORTS TO

Compliance Officer and/or Behavioral Health Director.

CLASSIFICATIONS SUPERVISED

May exercise lead technical and clinical supervision over staff.

EXAMPLES OF DUTIES

The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.

- Conducts quality reviews in certain Department operations on an on-going basis; documents findings in written reports to department director and managers; follows-up to ensure all recommendations from audits are addressed; provides or arranges technical assistance to staff as needed to ensure corrections.
- Reviews assessments, treatment plans, medication profiles, discharge charts, and daily visit notes on a daily basis to verify eligibility for services, medical necessity, and appropriateness of level of care; coordinates determination of level of care changes with Program Manager of Clinical Services, the attending psychiatrist, BHC nurse or Medical Assistant, and/or Utilization Review Committee.
- Orients all new clinical staff on documentation requirements for all payors and programs; monitors initial documentation skills of new clinical staff; provides related assistance and guidance as required. Provides specific training to ensure that all staff record clinical, financial, and administrative information in accordance with state and Federal regulations, and program guidelines.
- Ensures that clinical staff is completing all admission paperwork and recertification paperwork according to guidelines; initiates corrective action for discrepancies in documentation.
- Reviews all Treatment Authorization Requests (TAR) for appropriateness of level of care and plans for lengths of stay. Issues appropriate letters of denial of admission or continued stay after consultation with attending physician and/or Utilization Review Committee chairperson.
- Facilitates and leads the Utilization Review Committee and the Quality Assurance Committee process by organizing the meetings, preparing the agenda, submitting audit reports, and recording the minutes of the meetings.
- Acts as liaison to regulatory agencies and payors on clarification of procedures and application of regulations; prepares medical justification documents to submit reimbursement claims for services provided to patients.
- Performs Continuous Quality Improvement (CQI) studies; identifies and investigates problem areas; selects, initiates, and monitors follow-up actions for problem resolution; analyzes related statistical information and prepares required reports.
- Develops and implements necessary policy and procedures to conform to current criteria from regulatory agencies and accrediting bodies.
- Monitors new standards and regulations affecting hospital and home health care; determines need for new or modified policies and procedures.
- Collaborates with the appropriate Behavioral Health staff to ensure the maintenance of an accurate data collection system.
- Participates in and coordinates committee work as directed or appropriate.
- Manages or assists with special projects and programs as directed.

- Maintains professional certifications and attends training, workshops, seminars, etc., as appropriate or directed.
- Performs related work as required, including preparing reports and correspondence, entering computer data, copying and filing documents, attending meetings, answering the telephone, ordering supplies, etc.
- **LEVEL II** – Provides clinical supervision, both group and individual to unlicensed staff as directed.
- **LEVEL II** – Provides and/or oversees training for new direct service staff.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Psychiatric and medical terminology, hospital and residential care programming, psychiatric diagnosis, and fee structuring standards.
- Federal and State regulations for Medicare, Medi-Cal, and private insurance requirements.
- Principles and techniques for obtaining optimal reimbursement.
- Assessment, treatment planning, and level of care standards.
- Principles, procedures, issues, and trends in mental health and alcohol and drug treatment.
- The laws, rules, and regulations related to the provision of alcohol and drug and mental health services.
- Application of quality assurance measurement.
- Governmental and voluntary standards, requirements and guidelines for quality assurance and utilization review.
- Data collection and basic statistical methods.
- Performance improvement methodology, including criteria development and data analysis techniques.
- Methods of medical case recording and report preparation.
- English usage, spelling, grammar and punctuation; basic mathematics.
- Modern office procedures, practices, and technology.

Ability to:

- Interpret, apply, and explain Federal and State laws, rules, and regulations governing behavioral health programs and services.
- Reviewing and analyzing complex regulatory information and reaching sound conclusions.
- Assessing medical necessity of services provided.
- Monitor patient care plans and treatment documentation for congruency of orders and appropriateness of care.
- Maintain the confidentiality of administrative, personnel, and clinical information.

- Deal tactfully, respectfully, and courteously with the public and other County staff.
- Identify, research, analyze and recommend solutions to a variety of hospital and out- patient care administrative problems related to quality assurance/utilization review.
- Ensure accurate and complete documentation of all patient care and treatment.
- Establish and maintain cooperative working relationships.
- Exercise sound, independent judgment.
- Effectively communicate verbally and in writing.
- Effectively represent Amador County Behavioral Health Department services with the public and community organizations.

TYPICAL PHYSICAL REQUIREMENTS

Ability to sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

TRAINING AND EXPERIENCE

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

Utilization & Quality Management Coordinator I:

Education

Graduation from an accredited college or university with a minimum of a Bachelor's degree in nursing, psychology, social work, marriage and family-counseling, or other behavioral science field;

AND

Experience

Three (3) years of professional experience in your field of practice with at least one (1) year at a journeyman level in utilization review and/or quality assurance work.

Licenses:

Preferred Registered or Licensed in California in your field of practice.

Utilization & Quality Management Coordinator II:

Education

Graduation from an accredited college or university with a minimum of a Master's degree in nursing, psychology, social work, or marriage and family counseling;

AND

Experience

Three (3) years of professional experience in your field of practice with at least one (1) year at a journeyman level in utilization review and/or quality assurance work.

Licenses:

Registered or Licensed in California in your field of practice and be a Licensed Clinical Social Worker for a minimum of two (2) years.

SPECIAL REQUIREMENTS

Possession of a valid California Driver's License issued by the State of California Department of Motor Vehicles.

Board of Supervisors Agenda Item Report

Submitting Department: Building

Meeting Date: February 14, 2023

SUBJECT

Building Department-Limited Density Owner-Built Rural Dwelling / LD222295 - Jess

Recommendation:

Adopt the resolution and authorize the Chairperson to sign the "Agreement".

4/5 vote required:

No

Distribution Instructions:

Building

ATTACHMENTS

- [LD222295_Notorized Agreement_Jess.pdf](#)
- [LD222295.Jess_Resolution.docx](#)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 005-240-030-000
Limited Density Rural Dwelling: LD222295

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is entered into as of February 14th, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Joseph John Jess Sr. & Connie Lee Jess, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

A PARCEL OF LAND SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS "PARCEL 1 191.22 ACRES", AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN OFFICIAL MAP ENTITLED "PARCEL MAP NO. 2893 FOR JOSEPH JOHN JESS, SR. AND CONNIE LEE JESS TRUSTEES OF THE JOSEPH JOHN JESS, SR. AND CONNIE LEE JESS FAMILY TRUST DATED MAY 1ST, 2003", AND SAID MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF AMADOR COUNTY IN BOOK 66 OF MAPS AND PLATS AT PAGES 90 & 91.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 Uniform Building Code Cycle.

B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.

C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

D. Owner is aware that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15.10 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.

3.3 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: JOSEPH JOHN JESS, SR. &
CONNIE LEE JESS

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

BY:  _____
JOSEPH JOHN JESS, SR.

BY:  _____
CONNIE LEE JESS

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER-) RESOLUTION NO. 22-xxx
BUILT RURAL DWELLING – Joseph John Jess Sr. & Connie Lee Jess)

WHEREAS, Joseph John Jess Sr. & Connie Lee Jess (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on 4459 Jackson Valley Rd, lone property; and

WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their February 14th, 2023 meeting for Building Permit #LD222295; and

WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 Uniform Building Code Cycle.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Build Rural Dwelling Agreement by and between the County of Amador and Joseph John Jess Sr. & Connie Lee Jess on the terms and conditions contained therein as it relates to Building Permit #LD222295.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 14th of February, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Jeff Brown
Chair, Board of Supervisors

ATTEST:

JENNIFER BURNS,
Clerk of the Board of Supervisors,
Amador County, California

By: _____